

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: Brittany Friedenreich, Sr. Contract Specialist, Email: BFriedenreich@sandiego.gov
Phone No. (619) 533-3104
A. Gonzalez / M. Jirjis Nakasha / L. Ambriz

BIDDING DOCUMENTS



FOR HOWARD AVE - VILLAGE PINE TO IRIS SIDEWALK

BID NO.: _____ K-22-2050-DBB-2
SAP NO. (WBS/IO/CC): _____ B-18019
CLIENT DEPARTMENT: _____ 2116
COUNCIL DISTRICT: _____ 8
PROJECT TYPE: _____ IK, IJ, II
CDBG #: _____ 1000003-2021

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- PREVAILING WAGE RATES: STATE ☒ FEDERAL ☒
- APPRENTICESHIP
- THIS IS A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDED CONTRACT THROUGH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

BID DUE DATE:

2:00 PM

April 5, 2022

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS


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

ENGINEER OF WORK

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



City Engineer



Date

Seal:



TABLE OF CONTENTS

SECTION	PAGE
1. REQUIRED DOCUMENTS SCHEDULE.....	5
2. NOTICE INVITING BIDS.....	7
3. INSTRUCTIONS TO BIDDERS	10
4. PERFORMANCE AND PAYMENT BONDS	20
5. ATTACHMENTS:	
A. SCOPE OF WORK.....	23
B. RESERVED.....	25
C. EQUAL OPPORTUNITY CONTRACTING PROGRAM	26
D. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AGENCY PROVISIONS	46
1. Notice of Requirement for Affirmative Action to Ensure EEO (Executive Order 11246).....	47
2. Equal Opportunity Clauses.....	48
3. Standard Federal Equal Employment Specifications	48
4. Violation or Breach of Requirements.....	54
5. Monthly Employment Utilization Reports	54
6. Records of Payments to DBEs.....	54
7. Federal Wage Requirements For Federally Funded Projects.....	55
8. Prevailing Wage Rates	55
9. Wage Rates	60
10. Section 3 of the Housing and Urban Development Act of 1968.....	89
11. Federal Labor Standards Provisions	89
12. Agency Specific Provisions.....	98
13. DBE Potential Resources Centers	98
14. Good Faith Effort Documentation Submittals	100
15. Forms.....	102
Form AA61 List of Work Made Available.....	103
Form AA62 Summary of Bids Received.....	104
Form AA63 DBE Good Faith Effort List of Subcontractors Solicited.....	105
Form AA64 MBE and WBE Information.....	106
Form AA65 Section 3 Outreach Methods	108
Form AA66 MBE and WBE Information-No Change Certification	110

TABLE OF CONTENTS

SECTION	PAGE
Form AA67 Section 3 Worker Certification	111
Form AA68 Section 3 Project Closeout Report.....	112
E. SUPPLEMENTARY SPECIAL PROVISIONS.....	114
1. Appendix A - Notice of Exemption.....	125
2. Appendix B - Fire Hydrant Meter Program	128
3. Appendix C - Materials Typically Accepted by Certificate of Compliance.....	142
4. Appendix D - Sample City Invoice with Cash Flow Forecast.....	144
5. Appendix E - Location Map	147
6. Appendix F - Adjacent Projects Map.....	149
7. Appendix G - Sample of Public Notice	151
8. Appendix H - Advanced Metering Infrastructure (AMI) Device Protection	153
9. Appendix I - Long-Term Maintenance and Monitoring Agreement	160
10. Appendix J - Revegetation Plans	178
11. Appendix K – MTS Plan Review Letter of Acceptance for Right of Way Entry Permit	181
12. Appendix L - Caltrans Encroachment Permit.....	187
F. RESERVED	194
G. CONTRACT AGREEMENT	195
6. CERTIFICATIONS AND FORMS.....	198

REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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.

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

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

FEDERAL DOCUMENTS SUBMITTAL REQUIREMENTS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certifications	At Time of Bid	ALL BIDDERS
5.	Lobby Prohibition, Certification and Disclosure	At Time of Bid	ALL BIDDERS
6.	Disclosure of Lobbying Activities	At Time of Bid	ALL BIDDERS
7.	Bid Bond (Original)	By 5PM, 4 Working Days After Bid Opening	ALL BIDDERS
8.	Federal Good Faith Documentation	Within 4 working days of bid opening	ALL BIDDERS
9.	Form AA61 – List of Work Made Available	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
10.	Form AA62 – Summary of Bids Received	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
11.	Form AA63 – Good Faith Effort List of Subcontractors Solicited	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
12.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> Joint Venture Agreement Joint Venture License 	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
13.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
14.	Form AA64 MBE/WBE Information Form AA65 Section 3 Outreach Methods	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
15.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Howard Ave - Village Pine to Iris Sidewalk**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$380,000**.
4. **BID DUE DATE AND TIME ARE:** **April 5, 2022 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
 - 6.1. **ADDITIONAL LICENSE REQUIREMENTS:** See **Appendix I-** Long Term Maintenance and Monitoring Agreement for **C-27** requirement.
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
 - 7.1. The City affirms that in any contract entered into pursuant to this advertisement, DBE firms will be afforded full opportunity to submit Bids in response to this invitation.
 - 7.2. This Federally assisted project includes subcontracting participation percentages for DBE participation. DBE goal commitments and Good Faith Efforts (GFE) shall be made prior to bidding. DBE commitments and GFE made after the Bid opening will not be considered for the Award of Contract.
 - 7.3. This project is subject to the federal equal opportunity regulations and the following requirements. The City reserves the right to audit the Contractor's compliance with the federal requirements set forth below.
 - 7.4. Following are federally subcontracting participation percentages for this contract. For the purpose of achieving the subcontractor participation percentage, Additive or Deductive, and Type II Allowance Bid Items will not be included in the calculation.
 - 7.5. **Federal Emergency Management Agency, DHS (FEMA), Department of Interior (DOI), Department of Energy (DOE), and Department of Housing and Urban Development (HUD):**
 1. Small Disadvantaged Business (SDB): 5%
 2. Women-Owned Small Business (WoSB): 5%
 3. HUBZone Small Business (HubZone): 3%

4. Service-Disabled Veteran-owned Small Business (SDVoSB): 3%

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

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

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

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

8. AWARD PROCESS:

8.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.

8.2. Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.

8.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.

8.4. The low Bid will be determined by the Base Bid.

8.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone.

9. SUBMISSION OF QUESTIONS:

9.1. The Director (or Designee) of the Purchasing & Contracting Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction, and completion of any public improvement except when otherwise set forth in these documents. Any questions related to this solicitation shall be submitted to:

BFriedenreic@sandiego.gov

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

9.3. Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.

responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

- 10. SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for items of Work such as revegetation maintenance/monitoring or emulsion aggregate slurry shall be signed by the BIDDER at time of award of the primary BID. The signed agreements shall be accompanied by the proper bonds and insurance as specified in 1-7.2., "CONTRACT BONDS," 5-4, "INSURANCE," and 5-4.11 WORKERS' COMPENSATION INSURANCE. Bonds shall be in the amount of the total Contract Price for all Work including the supplemental agreements.

- 10.1 Partial Release of Performance Bond and Labor and Materialmen's Bond:** For information regarding partial release of bonds for this Contract, see Supplementary Special Provisions, **Appendix I.**

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
 - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
 - 1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on PlanetBids™.

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.
- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256-bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter who has until the "Bid Due Date and Time" to change, rescind, or retrieve its proposal should it desire to do so.
- 2.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results online. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. **BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.
- 2.7.1. Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's

eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

- 3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits, and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- 3.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- 3.4.** The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

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

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg>

- 5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- 6. JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 14 Calendar Days after receiving the Contract forms.
- 7. INSURANCE REQUIREMENTS:**
- 7.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- 7.2.** Refer to sections 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
- 8. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-05
CALTRANS Standard Plans https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD Rev 6) https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files	2014	PWPI060121-10
<p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/</p> <p> *Electronic updates to the Standard Drawings may also be found in the link above</p>		

- 9. CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to

this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.

10. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.

11. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

12. **SUBCONTRACTOR INFORMATION:**

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

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California

Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor – regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

- 12.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note “ALTERNATE” and alternate item number within the description.
- 13. SUBMITTAL OF “OR EQUAL” ITEMS:** See Section 4-6, “Trade Names” in The WHITEBOOK and as amended in the SSP.
- 14. AWARD:**
- 14.1.** The Award of this contract is contingent upon the Contractor’s compliance with all condition’s precedent to Award.
- 14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney’s Office.
- 15. SUBCONTRACT LIMITATIONS:** The Bidder’s attention is directed to Standard Specifications for Public Works Construction, Section 3-2, “SELF-PERFORMANCE” in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.

- 16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Purchasing & Contracting Department, Public Works Division.
- 17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a 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.
- 18. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
- 19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**
- 19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 19.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check, or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM, 3 working days after the bid opening date, all bidders must provide the City with the original bid security.

- 19.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5PM, 3 working days after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Due to circumstances related to Covid-19, until further notice, all original bid bond submittals must be received by 5 PM, 3 working days after bid opening.

Upon circumstances returning to normal business as usual, the original bid bond shall once again be due by 5 PM the day after bid opening.

Original Bid Bond shall be submitted to:
Purchasing & Contracting Department, Public Works Division
1200 3rd Ave., Suite 200, MS56
San Diego, California, 92101

To the Attention of the Contract Specialist on the Front Page of this solicitation.

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 20.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 20.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 20.3.** The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 20.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- 20.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.
- 20.6.** The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex, or age.
- 20.7.** Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 20.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

21. BID RESULTS:

- 21.1.** The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder

is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.

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

22. THE CONTRACT:

- 22.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 22.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 22.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled, and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 22.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
 - 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - 24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
 - 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 25. PRE-AWARD ACTIVITIES:**
- 25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified herein and in the Notice of Intent to Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
 - 25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

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

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise, it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

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

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

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By: _____

By: _____

Print Name: _____
Mayor or designee

Print Name: _____
Deputy City Attorney

Date: _____

Date: _____

CONTRACTOR

SURETY

By: _____

By: _____
Attorney-In-Fact

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Local Address of Surety

Local Phone Number of Surety

Premium

Bond Number

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** The scope of work for the Howard Ave - Iris Ave to Village Pine Drive Sidewalk project is to install new concrete sidewalk (5' wide) with curb and gutter on the east side of Howard Avenue between Iris Avenue and Village Pine. The project includes a traffic signal relocation, driveway, curb ramps, and other associated improvements for the installation of the sidewalk.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **41469-01-D** through **41469-08-D**, inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:

" See **Appendix E – Location Map**"
3. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **130** Working Days.

ATTACHMENT B

RESERVED

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

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

B. GENERAL.

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

C. DEFINITIONS.

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

- c) **Minority Business Enterprise (MBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.
- d) **Women Business Enterprise (WBE)** - A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.
- e) **Disadvantaged Business Enterprise (DBE)** - a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.
- f) **Disabled Veteran Business Enterprise (DVBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
- g) **Other Business Enterprise (OBE)** - Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.
- h) **Small Business Enterprise (SBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

- b) **Disclosure of Discrimination Complaints.** As part of its Bid or Proposal, you shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against you in a legal or administrative proceeding alleging that you discriminated against your employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- c) Upon the City's request, You agree to provide to the City, within 60 Calendar Days, a truthful and complete list of the names of all Subcontractors and Suppliers that you have used in the past 5 years on any of your Contracts that were undertaken within the San Diego County, including the total dollar amount paid by you for each Subcontract or supply Contract.
- d) You further agree to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. You understand and agree that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against you up to and including contract termination, debarment, and other sanctions for the violation of the provisions of the Nondiscrimination in Contracting Ordinance. You further understand and agree that the procedures, remedies, and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E.

EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter.
3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
 - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
 - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.
 - e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.

- f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.
- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- i) You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

F. SUBCONTRACTING.

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your

Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBES, and OBEs.

2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
 - a) "Field Orders" and "City Contingency" Bid items.
 - b) Alternate Bid items.
 - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.
4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

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

2. Request for Subcontractor or Supplier substitution shall be made in writing to Public Works - Contracting, Attention Contracts Specialist, 1200 3rd Ave., Suite 200, MS56, San Diego, CA 92101 with a copy to the Engineer.
3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
 - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or it's duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
 - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
 - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
 - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
 - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
 - v. When you demonstrate to the City or it's duly authorized officer, subject to the provisions set forth in Public Contract Code

§4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.

- vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.
 - vii. When the City, or its duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
 - viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
 - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or its duly authorized officer.
 - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

I. PROMPT PAYMENT.

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.

2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

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

K. CERTIFICATION.

1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
 - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
 - b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
 - c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
 - d) Current certification by the City of Los Angeles as DBE, WBE, or MBE.
 - e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

L.

CONTRACT RECORDS AND REPORTS.

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S GENERAL EOCP REQUIREMENTS.

A. GENERAL.

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:

<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>
6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:

<http://www.sandiego.gov/eoc/programs/slbe.shtml>
7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

B.

DEFINITIONS.

1. The following definitions shall be used in conjunction with these specifications:
 - a) **Bid Discount** – Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.
 - b) **Commercially Useful Function** – An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of Work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the Work it is actually performing, and the SLBE-ELBE credit claimed for its performance of the Work, and other relevant factors. Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.
 - c) **Good Faith Efforts (GFE)** – Documentation of the Bidder's intent to comply with SLBE Program goals and procedures included in the City's SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City's EOCP website or the Contract Specialist.
 - d) **Independently Owned, Managed, and Operated** – Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.
 - e) **Joint Venture** – An association of two or more persons or business entities that is formed for the single purpose of carrying out a single

defined business enterprise for which purpose they combine their capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

- f) **Local Business Enterprise ("LBE")** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.
- g) **Minor Construction Program** – A program developed for bidding exclusively among SLBE-ELBE Construction firms.
- h) **Principal Place of Business** – A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.
- i) **Protégé** – A firm that has been approved and is an active participant in the City's Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.
- j) **Significant Employee Presence** – No less than 25% of a firm's total number of employees are domiciled in San Diego County.

C. SUBCONTRACTOR PARTICIPATION.

1. For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE-ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
 - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
 - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
 - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 – Named Equipment/Material Supplier List with the Bid the following:
 - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a 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 obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier 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 supplier, 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 supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.

iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.

d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 – List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:

i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived

arrangement for the purpose of counting SLBE-ELBE participation.

- ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.
- iii. The SLBE-ELBE 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 SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.
- v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE 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 SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

- 1. Contracts valued at \$1,000,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
 - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
 - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
 - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.

2. Contracts Valued over \$500,000 and under \$1,000,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
 - a) 5% bid discount for SLBE-ELBE firms.
 - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.
 - c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.
 - d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
 - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
3. Contracts valued over \$250,000 up to \$500,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
4. Contracts valued at \$250,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. JOINT VENTURES.

1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint

Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:

- a) Detailed explanation of the financial contribution for each partner.
 - b) List of personnel and equipment used by each partner.
 - c) Detailed breakdown of the responsibilities of each partner.
 - d) Explanation of how the profits and losses will be distributed.
 - e) Description of the bonding capacity of each partner.
 - f) Management or incentive fees available for any one of the partners (if any).
4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.
 5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.
 6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
 7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
 - a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
 - b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.
 - c) The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.
 - d) The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

F. MAINTAINING PARTICIPATION LEVELS.

1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall

achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.

2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.
4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal "Six Good Faith Efforts" model.
2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City's Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
 - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
 - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.
 - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
 - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance of the City's EOC Office and the SLBE-ELBE Directory.

- f) If you award subcontracts, require your Subcontractors to take the steps listed above.

H. GOOD FAITH EFFORT DOCUMENTATION.

1. If the specified SLBE-ELBE Subcontractor participation percentages are not met, you shall submit information necessary to establish that adequate GFEs were taken to meet the Contract Subcontractor participation percentages. See the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL." The instructions for completing the good faith effort submittal can be found on the City's website:
<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>

I. SUBCONTRACTOR SUBSTITUTION.

1. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment. This section does not replace applicable California Public Contract Code.

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

1. Falsification or misrepresentation of a sub-agreement as to company name, Contract amount or actual Work performed by Subcontractors, or any falsification or fraud on the part your submission of documentation and forms pursuant to this program, will result in sanctions against you including assessment of penalty fines, termination of the Contract, or debarment. Instances of falsification or fraud which are indicative of an attempt by you to avoid subcontracting with certain categories of Subcontractors on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seq. (Nondiscrimination in Contracting).

K. RESOURCES.

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe.shtml>
-

ATTACHMENT D
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOUSING AND URBAN DEVELOPMENT (HUD)
FUNDING AGENCY PROVISIONS

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

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

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

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

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

- 1.3.** The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals.

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

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

2. EQUAL OPPORTUNITY CLAUSES:

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

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

3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS:

3.1. The Contractor is required to comply with the 15 "Standard Federal Equal Employment Specifications" in section 3.2 below and also located in 41 CFR 60-4.3 for federal and federally assisted construction contracts in excess of \$10,000.

3.2. Standard Federal Equal Employment Specifications.

1. As used in these specifications:
 - a) Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b) "Director" means **Director, Office of Federal Contract Compliance Programs, United States Department of Labor**, or any person to whom the Director delegates authority;

- c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d) Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.
 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in item 7, paragraphs "a" through "p", of this section below. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract

shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities
 - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file

with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any

recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (item 7, paragraphs "a" through "p", of this section). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under item 7, paragraphs "a" through "p", of this section that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor.

The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in item 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

3.3. Segregated Facilities (41 CFR 60-1.8). The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

4. VIOLATION OR BREACH OF REQUIREMENTS:

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

5. MONTHLY EMPLOYMENT UTILIZATION REPORTS:

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

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

6. RECORDS OF PAYMENTS TO DBEs:

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

7. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:

- 7.1.** The successful Bidder's work shall be required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 7.2.** This Executive Order pertains to Equal Employment Opportunity regulations and contains significant changes to the regulations including new goals and timetables for women in construction and revised goals and timetables for minorities in construction.
- 7.3.** Minimum wage rates for this project have been predetermined by the Secretary of Labor and are set forth in the Decision of the Secretary and bound into the specifications book. Should there be any difference between the state or federal wage rates, including health and welfare funds for any given craft, mechanic, or similar classifications needed to execute the Work, it shall be mandatory upon the Contractor or subcontractor to pay the higher of the two rates.
- 7.4.** The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions (see pages below) and Federal Wage Rates (see Wage Rates below) and General Prevailing Wage Determination made by the State of California, Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.
- 7.5.** A Contractor having 50 or more employees and its Subcontractors having 50 or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the specifications.
- 7.6.** To be eligible for award, each Bidder shall comply with the affirmative action requirements which are contained in the specifications.
- 7.7.** Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

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

- 8.1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the

prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

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

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

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

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

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

- 8.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 8.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 8.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 8.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 8.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.
- 8.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

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

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

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

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

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

8.12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego but will not be required to be submitted online with the DIR directly. The Contractor will

need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

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

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

"General Decision Number: CA20220001 02/11/2022

Superseded General Decision Number: CA20210001

State: California

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

County: San Diego County in California.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

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

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/21/2022
3	02/11/2022

ASBE0005-002 09/01/2021

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 47.25	24.45
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 32.09	19.66

ASBE0005-004 07/05/2021

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 22.40	13.07

BOIL0092-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 46.03	38.81

BRCA0004-008 05/01/2021

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 40.94	18.71

BRCA0018-004 06/01/2021

	Rates	Fringes
MARBLE FINISHER.....	\$ 35.90	14.11
TILE FINISHER.....	\$ 30.47	12.52
TILE LAYER.....	\$ 43.09	18.31

BRCA0018-010 09/01/2020

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.66	14.20
TERRAZZO WORKER/SETTER.....	\$ 41.60	14.73

CARP0213-003 07/01/2021

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

CARP0619-002 07/01/2021

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

CARP0619-003 07/01/2021

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

CARP0619-004 07/01/2021

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

Amounts in "'Rates' column are per day

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....\$	21.85	7.15

CARP1607-004 07/01/2021

	Rates	Fringes
MILLWRIGHT.....	\$ 51.90	16.48

ELEC0569-001 06/01/2021

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 54.36	3%+14.88
Electrician.....	\$ 53.61	3%+14.88
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 48.40	3%+14.88
Electrician.....	\$ 47.65	3%+14.88

ELEC0569-004 06/01/2021

	Rates	Fringes
ELECTRICIAN (Sound & Communications Sound Technician).....	\$ 35.20	13.84
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, freuency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.		

ELEC0569-005 06/01/2021

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 35.20	13.84
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, freuency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music,		

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

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

ELEC0569-006 02/22/2021

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

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....	\$ 35.17	9.01
Utility Technician #2.....	\$ 28.60	8.80

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

ELEC0569-008 08/30/2021

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 37.28	7.98

ELEC1245-001 01/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 60.19	22.07
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes,		
trenchers, cranes (50 tons and below), overhead & underground distribution		

	Rates	Fringes
line equipment).....	\$ 48.08	20.86
(3) Groundman.....	\$ 36.76	20.46
(4) Powderman.....	\$ 51.87	18.79

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

ELEV0018-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 61.34	36.885+a+b

FOOTNOTE:

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

ENGI0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20
	Rates	Fringes

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

	Rates	Fringes
GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

PREMIUM PAY:

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

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

**SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS
POWER EQUIPMENT OPERATORS CLASSIFICATIONS**

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

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

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar

type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

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

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

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

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite

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

GROUP 9: Heavy Duty Repairman

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

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

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

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

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

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

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

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

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

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any

and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

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

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

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

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

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

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

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

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

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

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

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator,

stiff legs, Guy derrick or similar type (over 300 tons);
Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of

T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

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

\$2.00 additional per hour for INYO and MONO Counties and the

Northern portion of SAN BERNARDINO County as defined below:

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

IRON0229-001 07/01/2021

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 38.08	24.91
Ornamental, Reinforcing and Structural.....	\$ 43.00	33.55

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,

Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

LAB00089-001 07/01/2020

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 34.18	20.48
Group 2.....	\$ 34.86	20.48
Group 3.....	\$ 35.57	20.48
Group 4.....	\$ 36.37	20.48
Group 5.....	\$ 38.30	20.48
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 30.82	18.80
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).....	\$ 29.53	18.80

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

LABORER CLASSIFICATIONS

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

Window cleaner; Wire Mesh puling-all concrete pouring operations

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

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

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

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

LABO0089-002 11/01/2020

	Rates	Fringes
LABORER (MASON TENDER)	\$ 33.00	19.23

LABO0089-004 07/01/2020

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 35.30	20.48
Group 2.....	\$ 35.76	20.48
Group 3.....	\$ 36.17	20.48
Group 4.....	\$ 37.01	20.48
Group 5.....	\$ 40.28	20.48

LABORER CLASSIFICATIONS

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

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

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

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

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

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

Toxic waste removal. Welding in connection with Laborer's work.

LABO0300-005 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

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

LABO0345-001 07/01/2021

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 46.50	20.42
GROUP 2.....	\$ 45.55	20.42
GROUP 3.....	\$ 42.01	20.42

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2021

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 38.89	17.10
(2) Vehicle Operator/Hauler.	\$ 39.06	17.10
(3) Horizontal Directional		

	Rates	Fringes
Drill Operator.....	\$ 40.91	17.10
(4) Electronic Tracking		
Locator.....	\$ 42.91	17.10
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 40.10	20.12
GROUP 2.....	\$ 41.40	20.12
GROUP 3.....	\$ 43.41	20.12
GROUP 4.....	\$ 45.15	20.12

LABORERS - STRIPING CLASSIFICATIONS

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

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

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

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

LAB01414-003 08/05/2020

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

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

Work at Military Bases - \$3.00 additional per hour:
Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine

Corps Logistics Supply Base, Marine Corps Pickle Meadows,
 Mountain Warfare Training Center, Naval Air
 Facility-Seeley, North Island Naval Air Station, Vandenberg
 AFB.

 PAIN0036-001 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

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

 PAIN0036-010 10/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 37.14	20.90
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 32.27	14.70

 PAIN0036-012 10/01/2020

	Rates	Fringes
GLAZIER.....	\$ 45.55	18.06

 PAIN0036-019 01/01/2021

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.52	17.59

 PLAS0200-005 08/04/2021

	Rates	Fringes
PLASTERER.....	\$ 45.77	18.39

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

PLAS0500-001 07/01/2018

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

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

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

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

PLUM0016-006 09/01/2021

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton; Vandenberg Air Force Base.....	\$ 58.33	25.36
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 52.20	24.38
	Rates	Fringes
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 39.91	22.71
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 53.83	25.36

PLUM0016-011 09/01/2021

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 42.74	21.28

PLUM0345-001 09/01/2021

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.\$	36.85	24.75
Sewer & Storm Drain Work....\$	40.94	22.13

ROOF0045-001 07/01/2021

	Rates	Fringes
ROOFER.....\$	37.75	10.24

* SFCA0669-001 01/01/2022

	Rates	Fringes
SPRINKLER FITTER.....\$	43.01	25.16

SHEE0206-001 07/01/2020

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....\$	42.62	29.55
Except Camp Pendleton.....\$	40.62	29.55
Sheet Metal Technician.....\$	30.51	9.49

SHEET METAL TECHNICIAN - SCOPE:

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

TEAM0166-001 09/01/2019

	Rates	Fringes
Truck drivers:		
GROUP 1.....\$	18.90	34.69
GROUP 2.....\$	26.49	34.69
GROUP 3.....\$	26.69	34.69
GROUP 4.....\$	26.89	34.69
GROUP 5.....\$	27.09	34.69
GROUP 6.....\$	27.59	34.69
GROUP 7.....\$	29.09	34.69

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to

the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

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

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

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

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

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

GROUP 7: Repairman

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

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

on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION"

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

- 10.1.** 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.
- 10.2.** 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 75, 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.
- 10.3.** 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.
- 10.4.** 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 75. 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 75 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.
- 10.5.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, 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 75.

11. FEDERAL LABOR STANDARDS PROVISIONS:

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 (Office of the Secretary of Labor 29 CFR 5) are included in this Contract pursuant to the provisions applicable to such Federal assistance.

SECTION 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 I(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 I(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 <https://www.dol.gov/whd/forms/wh347.pdf> 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. Certification of Eligibility.

- (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.

SECTION B. The provisions of this section 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. Contract Work Hours and Safety Standards Act.

- (i) **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.
- (ii) **Violation; Liability For Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in subparagraph (B)(1)(i) 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)(i) 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)(i) of this section.
- (iii) **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)(1)(ii) of this section.
- (iv) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (B)(1)(i) through (B)(1)(iv) 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)(i) through (B)(1)(iv) of this section.

- 2. In addition to the clauses contained in Section 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 29 CFR 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.

SECTION C.

1. Compliance Verification.

- (i) The Recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. Use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from the funding agency upon request.
- (ii) The Recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Recipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. The Recipient must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. The Recipient shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (iii) The Recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the Recipient shall spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The Recipient must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the Recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

- (iv) The Recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in subsection (ii) and (iii) above.
- (v) The Recipient must immediately report potential violations of the DB prevailing wage requirements to the funding agency DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

12. AGENCY SPECIFIC PROVISIONS:

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

12.1. CDBG HUD Requirements:

12.1.1. Affirmative Good Faith Effort Steps shall include the steps listed at 2 CFR 200.321(b), 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 these specifications. Include a completed copy of the form AA61, "List of Work Made Available" with the GFE documentation.

13. DBE POTENTIAL RESOURCES CENTERS:

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

13.2. 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

- 13.3.** 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.
- 13.4.** Include qualified DBEs on solicitation lists and record the information on Form AA63. Solicitation shall be as broad as possible.
- 13.5.** If DBE sources are not located, explain why and describe the efforts made.
- 13.6.** 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.
- 13.7.** A regular letter or an unanswered telephone call is not an adequate "good faith" effort. A list of all sub-bidders, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62. If a low bid was not accepted, an explanation shall be provided.
- 13.8.** 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 San Francisco, CA 94105	Dynamic Small Business Search: http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm ¹
	Bid Notification: https://eweb1.sba.gov/subnet/common/dsp_login.cfm ²
U.S. Department of Commerce	213-989-3153 or 213-353-9400
Minority Business Development Agency	Websites: http://www.mbda.gov/ ³ https://www.mbda.gov/business-center/los-angeles-mbda-business-center
1055 Wilshire Blvd Suite 900 Los Angeles, CA 91107	

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

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

CA Public Utilities Commission (CPUC)⁵	
505 Van Ness Avenue San Francisco, CA 94102-3298	<u>Directory:</u> https://sch.thesupplierclearinghouse.com/FrontEnd/SearchCertifiedDirectory.asp

Notes:

1. The Contractor shall use the SBA's Dynamic Business Search database to search for potential subcontractors, suppliers, and/or manufacturers. Bidder must provide a copy of all search records for items of work made available with GFE documentation.
2. Contractor shall use SUB-Net to post subcontracting opportunities. Contractor shall post Subcontractor opportunities at least 15 Working Days prior to bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Bidder must provide copy of the Display Solicitation Record identifying the date solicitation notice was posted with the GFE documentation.
3. The Contractors may use MBDA web portal to post subcontracting opportunities. If utilized, the Contractor shall post subcontractor opportunities at least 30 Calendar 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. Bidder must provide a copy of all search records for items of work made available with GFE documentation.
5. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. Bidder must provide a copy of all search records for items of work made available with GFE documentation.

14. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:

- 14.1.** The affirmative GFE steps documentation shall be submitted **within 4 Working Days after the Bid Opening**. If this documentation is not submitted when due, the City will declare the Bid non-responsive and reject it.
- 14.2.** The Contractor shall maintain the records documenting compliance with requirements including documentation of its GFE and data relied upon in formulating its fair share objectives.

15. FORMS:

- 15.1.** 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:

15.1.1. The following forms shall be completed and submitted within **4 Working Days after the Bid Opening**. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.

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

15.1.2. The following forms shall be submitted upon award of construction projects that include CDBG funding:

1. Form AA64 - MBE/WBE Information
2. Form AA65 - Section 3 Outreach Methods
(Only if CDBG funding **exceeds a threshold of \$200,000**.)

15.1.3. The following forms shall be submitted prior to completion of construction projects that **exceed a threshold of \$200,000** of CDBG funding received.

1. Form AA66 - MBE/WBE Information – No Change Certification
2. Form AA67 - Section 3 Worker Certification
(Only if CDBG funding **exceeds a threshold of \$200,000** and there were Section 3 Workers and/or Targeted Section 3 Workers that completed labor hours for the project.)
3. Form AA68 - Section 3 Project Closeout Report
(Only if CDBG funding **exceeds a threshold of \$200,000**.)

FUNDING AGENCY PROVISIONS

FORMS

LIST OF WORK MADE AVAILABLE

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

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

SUMMARY OF BIDS RECEIVED

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

USE ADDITIONAL FORMS AS NECESSARY

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

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

USE ADDITIONAL FORMS AS NECESSARY

City of San Diego Community Development Division - CDBG Program
Minority Businesses and Women Business Enterprises Information Form

Organization Name: _____

Organization Address: _____

Organization Employer Identification Number: _____

Organization Contact Person (MBE/WBE Info): _____

Organization Contact Person Phone: _____

Organization Contact Person E-mail: _____

PREPARER CERTIFICATION

I hereby certify that, to the best of my knowledge and belief, the contents in this report are true and correct.

Full Name of	Preparer's
--------------	------------

Report Preparer:	Signature:
------------------	------------

Preparer's	Date Signed:
------------	--------------

Job Title:	Date Signed:
------------	--------------

Preparer's Email: _____ Preparer's Phone: _____

Please report all contracts and subcontracts paid with City of San Diego CDBG Funds.

[illegible]

2: Type of Trade Codes:

CPD:

1 = New Construction
2 = Education/Training
3 = Other

Housing:

1 = New Construction
2 = Substantial Rehab.
3 = Repair
4 = Service
5 = Projec Mgt.

3: Racial/Ethnic Codes:

1 = White Americans
2 = Black Americans
3 = Native Americans
4 = Hispanic Americans
5 = Asian/Pacific Americans
6 = Hasidic Jews

CITY DEPARTMENT CERTIFICATION

I hereby certify that, to the best of my knowledge and belief, the contents in this report are true and correct.

City Project Manager Signature:	
---------------------------------	--

Date Signed: _____

Preparer's Email:	Preparer's Phone:
-------------------	-------------------

Affirmative Good Faith Effort Steps shall include the steps listed at 2 CFR 200.321(b), listed below. Please select one of the options or provide a description of the outreach efforts that were completed to ensure the inclusion, to the maximum extent possible, of entities owned by minorities and women.

Organization:

- ☐ Placing qualified and small minority businesses and women's business enterprises on solicitation lists.
- ☐ Assuring that small minority businessess and women's business enterprises are solicited whenever there are potential resources.
- ☐ Dividing total requirements when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority and women's business enterprises.
- ☐ Establishing delivery schedules where the requirements permit which encourage participation by small and minority businesses and women's business enterprises.
- ☐ Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- ☐ Requiring the Prime Contractor, if contracts are to be let, to take the affirmative steps previously listed in the options above.
- ☐ Other efforts attempted. Please describe below.

General/Prime Contractor:

- ☐ Placing qualified and small minority businesses and women's business enterprises on solicitation lists.
- ☐ Assuring that small minority businessess and women's business enterprises are solicited whenever there are potential resources.
- ☐ Dividing total requirements when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority and women's business enterprises.
- ☐ Establishing delivery schedules where the requirements permit which encourage participation by small and minority businesses and women's business enterprises.
- ☐ Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- ☐ Requiring the Prime Contractor, if contracts are to be let, to take the affirmative steps previously listed in the options above.
- ☐ Other efforts attempted. Please describe below.

SECTION 3 SUMMARY REPORT – OUTREACH METHODS

Organization/Company Name	CDBG Funding Award Date
Name of Project	Project Address
Person Completing Form (name and title)	Telephone Number

SECTION 3 – REPORTING REQUIREMENTS AND BENCHMARKS

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low and very low-income persons.

Particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons

For construction projects awarded that exceed a threshold of \$200,000 of Federal Community Development Block Grant (CDBG) funding, all contractors are required to comply with Section 3 requirements.

The Benchmarks for Section 3 labor hours are 25%, which means 20% of the total labor hours for a construction project should be completed by Section 3 workers.

The Benchmarks for Targeted Section 3 labor hours is 5%, which means 5% of the total labor hours for a construction project should be completed by Targeted Section 3 workers.

SECTION 3 – OUTREACH ATTEMPTS

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low income people and Section 3 businesses. Proof of these efforts must be submitted as part of required documentation. (Check all that apply.)

- ☐ Engaged in efforts to generate job applicants that are Targeted Section 3 Workers.
- ☐ Provided training or apprenticeship opportunities.
- ☐ Provided technical assistance to help Section 3 Workers compete for jobs (e.g., resume assistance, coaching).
- ☐ Provided or connected Section 3 Workers with assistance in seeking employment including: drafting resumes, preparation for interviews, and finding job opportunities connecting residents to job placement services.

- ☐ Held one or more job fairs.
- ☐ Provided or referred Section 3 Workers to services supporting job readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- ☐ Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational technical training.
- ☐ Assisted Section 3 Workers to obtain financial literacy training/and or coaching.
- ☐ Engaged in outreach events to identify and secure bids from Section 3 business concerns.
- ☐ Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- ☐ Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- ☐ Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- ☐ Promoted use of business registries designed to create advantages for disadvantaged or small businesses.
- ☐ Outreach, engagement or referrals with the state one-stop system as defined in Section 121 (e)(2) of the Workforce Innovation and Opportunity Act.
- ☐ Other efforts. Please describe below.

By submitting this form, my organization/company certifies that the information provided on this form is true, complete, accurate, and meets HUD Section 3 reporting requirements in accordance with 24 CFR Part 75.

Signature

Print Name and Title

Date

MBE INFORMATION FORM - NO CHANGE CERTIFICATION
GENERAL CONTRACTOR

Organization Name: _____

Organization Address: _____

Project Name: _____

Project Address: _____

I certify there have been no changes to the MBE Information form previously submitted for this project.

Signature of Authorized Signing Official/Representative

Date

Print Name of Authorized Signing Official/Representative

Print Title of Authorized Signing Official/Representative

Print Email of Authorized Official

Section 3 Worker Certification Form

Employee Name	Project Name
Employee's Address	City, State, Zip Code

Section 3 Worker (24 CFR 75.5) Definition

(1) Any worker who currently fits at least one of the following eligibility categories listed below, as documented on file. (Select any of the options below that apply.)

- ☐ Worker is employed by a certified Section 3 business concern.
- ☐ Worker is a participant of a YouthBuild Program.
- ☐ Worker's annual income for the previous year is below 80% of the Area Median Income (AMI) limit established by HUD. Please see the table below.

HUD 2021 CDBG Income Limit	1 Person 80% of AMI
City of San Diego	\$67,900

Targeted Section 3 Worker [24 CFR 75.21 (a)] Definition

(2) Any worker who currently fits at least one of the following eligibility categories listed below, as documented on file. (Select any options below that apply.)

- ☐ Worker is employed by a certified Section 3 business concern.
- ☐ Worker lives in the neighborhood or service area of the project.
- ☐ Worker is a participant of a YouthBuild Program.

By signing this document, I certify that I am a Section 3 Worker and/or Targeted Section 3 Worker based on the selection of one or more of the eligibility categories listed above.

Signature

Date

SECTION 3 SUMMARY CLOSEOUT REPORT- PRIME CONTRACTOR/SUBCONTRACTOR

Organization/Company Name		Contract Award Date	
Name of Project		Project Address	
Person Completing Form (name and title)		Telephone Number	
Total Dollar Amount of Construction Contracts Awarded (All funding sources) \$		Total Dollar Amount of CDBG Construction Contracts Awarded (CDBG only) \$	
Section 3 Registered Business? <input type="checkbox"/> Yes <input type="checkbox"/> No	Women Business Enterprise (WBE)? <input type="checkbox"/> Yes <input type="checkbox"/> No	Minority Business Enterprise (MBE)? <input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION 3 – REPORTING REQUIREMENTS AND BENCHMARKS

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low and very low-income persons.

Particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons.

For construction projects awarded that exceed a threshold of \$200,000 of Federal Community Block Grant (CDBG) funding, all contractors are required to comply with Section 3 requirements.

The Benchmarks for Section 3 labor hours are 25%, which means 20% of the total labor hours for a construction project should be completed by Section 3 workers.

The Benchmarks for Targeted Section 3 labor hours is 5%, which means 5% of the total labor hours for a construction project should be completed by Targeted Section 3 workers.

In the table below list the total number of construction workers for this project. Additionally, list the number of workers hired within the year that qualify under the HUD criteria listed on Page 2.

24 CFR 75.25 – Reporting Tables

Construction Trades (i.e., Carpentry, Electrical, Drywall, Plumbing, etc.)	Total Number of Section 3 Workers	Total Number of Labor Hours Worked	Total Number of Labor Hours Worked by Section 3 Workers

Construction Trades (i.e., Carpentry, Electrical, Drywall, Plumbing, etc.)	Total Number of Targeted Section 3 Workers	Total Number of Labor Hours Worked	Total Number of Labor Hours Worked by Targeted Section 3 Workers

HUD - ELIGIBILITY CRITERIA

Section 3 Worker

- Worker is employed by a Section 3 business concern.
- Worker is a YouthBuild participant.
- The Worker's annual income for the previous calendar year is below does not exceed 80% of the Area Median Income (AMI) limit established by HUD. Please see the table below.

HUD 2021 CDBG Income Limit	1 Person 80% of AMI
City of San Diego	\$67,900

Section 3 Targeted Worker

- Worker is employed by a Section 3 business concern.
- Worker lives in the neighborhood or service area of the project.
- Worker is a YouthBuild participant.

Section 3 Business Concern

- At least 51 percent of a business is owned by very low or low-income persons.
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.
- A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

By signing and submitting this form, my organization/company certifies that the information provided on this form is true, complete, accurate, and meets HUD Section 3 reporting requirements in accordance with 24 CFR Part 75.

Signature	Name and Title	Date
-----------	----------------	------

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The “GREENBOOK”).
2. The **2021 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The “WHITEBOOK”), including the following:
 - a) General Provisions (A) for all Construction Contracts.

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

- 1-2 TERMS AND DEFINITIONS.** To the “WHITEBOOK”, item 55, “Normal Working Hours”, ADD the following:

The **Normal Working Hours** are **8:30 AM** to **4:30 PM**.

SECTION 2 - SCOPE OF THE WORK

- 2-2 PERMITS, FEES, AND NOTICES.** To the “WHITEBOOK”, ADD the following:

2. The City will obtain, at no cost to you, the following permits:
 - a) MTS Right of Entry Permit
 - b) Caltrans Encroachment Permit
3. The Contractor is required to obtain the following duplicate permits before the NTP is issued and will be reimbursed for the applicable permit fees from the Caltrans Encroachment Permit Allowance and MTS Right of Entry Permit Allowance, respectively.
 - a) MTS Right of Entry Permit (Double Permit)
 - b) Caltrans Encroachment Permit (Double Permit)

- 2-2.3 Payment.** To the “WHITEBOOK”, DELETE item 2 in its entirety and SUBSTITUTE with the following:

1. The payment for procuring Caltrans Encroachment Permits including any inspection fees shall be included in the allowance Bid item for **“Caltrans Encroachment Permit Submittal (EOC Type I)”**.
2. The payment for procuring MTS Right of Entry Permits including any inspection fees shall be included in the allowance Bid item for **“MTS Right of Entry Permit (EOC Type 1)”**.

SECTION 3 – CONTROL OF THE WORK

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

1. You shall perform, with your own organization, Contract Work amounting to at least 50% of the base Bid.

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

2. Other adjacent projects are tentatively scheduled for construction for the same period in the vicinity of the Howard Ave – Village Pine to Iris Sidewalk Project. See **Appendix F – Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) MTS Iris Rapid Corridor and Station Design Project
 - b) City of San Diego UU26 Project
 - c) City of San Diego Asphalt Resurfacing Group 1902 Project

SECTION 4 - CONTROL OF MATERIALS

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

11. You shall submit your list of proposed substitutions for an “equal” item **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City’s Product Submittal Form available at:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

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

5-4.1 Policies and Procedures.

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

2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage, or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.

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

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

5-4.2.2 Commercial Automobile Liability Insurance.

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

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

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers' compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.
2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.

5-4.2.7 Railroad Protective Liability Insurance. Exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, roadbed, tunnel, underpass, or cross shall be deleted from all policies to which they may apply. Alternatively, you may provide separate Railroad Protective Liability insurance providing coverage, including endorsements, equivalent to that required for the CGL described herein.

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company,

that are authorized by the California Insurance Commissioner to do business in the state of California, and that have been approved by the City.

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

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

5-4.4 Evidence of Insurance. You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- i. Ongoing operations performed by you or on your behalf,
- ii. your products,
- iii. your work, e.g., your completed operations performed by you or on your behalf, or
- iv. premises owned, leased, controlled, or used by you.

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

- 5-4.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.
- 5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.**
- 5-4.5.2.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.
- 5-4.6 Deductibles and Self-Insured Retentions.** You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- 5-4.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer, but not required by this Contract.
- 5-4.8 Notice of Changes to Insurance.** You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 8 of Section 5-4.1. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.
- 5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the “WHITEBOOK”, ADD the following:

3. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.
4. The **120 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in **Appendix J – Revegetation Plans** in accordance with Section 801-6, “MAINTENANCE AND PLANT ESTABLISHMENT”.

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **Howard Ave - Village Pine to Iris- Sidewalk**, Project No./WBS **B-18019.02.06**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
2. Compliance with the City’s environmental document shall be included in the Contract Price unless separate bid items have been provided.

SECTION 7 – MEASUREMENT AND PAYMENT

ADD:

7-3.1.1 Relocation of Existing Signs. Existing sign and post to be relocated shall maintain the existing post and panel. Contractor shall furnish a new anchor post in kind with the existing anchor post to be removed. Contractor shall also furnish a new concrete footing for anchor post in accordance with City of San Diego Standard Drawing SDM-104. Care shall be established during removal of the existing sign as to not damage any component of the existing sign, including post. If damage occurs, Contractor shall furnish new sign and post at no additional cost.

The payment for relocating each existing sign and post includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in relocating existing sign, including clearing and grubbing, demolition and disposal of existing anchor post and concrete footing, replacement of anchor post and concrete footing, and construction of maintained sign post and panel shall be included in the Bid Item for **“Remove and Relocate Existing Sign and Post”**.

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

5. This Contract is not subject to the provisions of The “WHITEBOOK” for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

SECTION 209 – PRESSURE PIPE

209-1.1.1 General. To the “WHITEBOOK”, ADD the following:

2. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.

SECTION 401 – REMOVAL

401-7 PAYMENT. To the “WHITEBOOK”, ADD the following:

7. The removal and disposal of existing fence and fence posts shall be measured along the existing fence line. The payment for the removal and disposal of existing fence and posts as shown on the Plans shall be included in the bid item for “Remove Existing Fence” and shall include all Work necessary to remove and dispose of the existing fence and associated appurtenances.

SECTION 402 – UTILITIES

402-2 PROTECTION. To the “WHITEBOOK”, item 2, ADD the following:

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

SECTION 600 – TEMPORARY TRAFFIC CONTROL

600-1 GENERAL. To the “WHITEBOOK”, item 6, DELETE in its entirety and SUBSTITUTE with the following:

6. The Contractor shall obtain a Right of Entry Permit from the Railroad prior to entering or constructing on property owned by the Railroad. The Contractor shall abide by the terms of the Right of Entry Permit. The terms of the Right of Entry Permit will govern if there are any conflicts with these contract special provisions.
 - a) The term "Railroad" shall mean the San Diego Metropolitan Transit System (MTS) and San Diego Trolley Inc. (SDTI) and/or San Diego Arizona & Eastern Railroad (SD&AE). The Contractor must understand the Contractor's right to enter Railroad's right of way is subject to the absolute right of Railroad to cause the Contractor's work on Railroad's right of way to cease if, in the opinion of Railroad, Contractor's activities create a hazard to Railroad's right of way, employees, and operations.

- b) Information on obtaining a Right of Entry Permit can be obtained at <http://www.sdmts.com/business-center-permits/right-entry> or contacting MTS Right of Way Services Tel (619) 557-4501 email: mtsrow@sdmts.com.

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

601-1 GENERAL. To the "WHITEBOOK", ADD the following:

15. For any work adjacent to railroad tracks, Contractor shall refer to the requirements noted in the California MUTCD, Part 8, Traffic Control for Railroad and Light Rail Transit Grade Crossing.
16. Railroad preemption of the traffic signal must be maintained at all times during construction. Contractor shall coordinate with SDTI for railroad flagging during any scheduled shutdowns of the traffic signal system.
17. Any driveway closures providing access to MTS R/W areas shall be coordinated with MTS.

SECTION 801 - INSTALLATION

801-1 GENERAL. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. This section includes specifications for the preparation, planting and irrigation system construction for landscape areas shown in **Appendix J – Revegetation Plans** to these special provisions.

801-9 GENERAL. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for landscaping and irrigation Work shall be included under the "Revegetation & Erosion Control" lump sum Bid item and shall include full compensation for furnishing all labor, materials, tools, equipment, all incidentals necessary to complete landscaping installation, and for doing all the work involved in supplying plant material and temporary irrigation as needed per these Special Provisions. This Bid item shall also include the payment for the Plant Establishment Period Work. 0

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

1001-1 **GENERAL.** To the “WHITEBOOK”, ADD the following:

8. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**.
-

APPENDIX A

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

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

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

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

Project Name: Howard Ave-Village Pine to Iris- Sidewalk

Project No. / WBS No.: B-18019.02.06

Project Location-Specific: Along the East side of Howard Ave between Village Pine and Iris Ave; within the Otay Mesa-Nestor Community Planning Area and Council District 8.

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

Description of nature and purpose of the Project: This project will install new concrete sidewalk on the east side of Howard Avenue between Iris Avenue and Village Pine Drive. The project will also install new curb ramps, modify the existing traffic signal, and implement traffic striping improvements.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego Engineering & Capital Projects
Contact: Jerry Jakubauskas Senior Planner
525 B Street, suite 750, San Diego, CA 92101
Phone: (619) 533-3755.

Exempt Status: (CHECK ONE)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- ☒ Categorical Exemption: 15301 (Existing Facilities) and 15303 (New facilities of Small Structures)
- ☐ Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Sections 15301 which allows for the repair, maintenance of existing public structures such as existing streets and utilities such as traffic signal modifications and traffic striping; 15303 which allows for the construction and location of limited number of new small structures such as street improvements and utility extensions includes new concrete sidewalk and new curb ramps; and where the exceptions listed in Section 15300.2 would not apply

Lead Agency Contact Person: Jerry Jakubauskas, Senior Planner

Telephone: (619) 533-3755

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? ☐ Yes ☐ No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA



Carrie Purcell, Assistant Deputy Director

11/10/20

Date

Check One:

☒ (X) Signed By Lead Agency

☐ () Signed by Applicant

Date Received for Filing with County Clerk or OPR:

APPENDIX B

FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 1 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

1. **PURPOSE**

- 1.1 To establish a Departmental policy and procedure for issuance, proper usage and charges for fire hydrant meters.

2. **AUTHORITY**

- 2.1 All authorities and references shall be current versions and revisions.
- 2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15
- 2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986
- 2.4 California Code of Regulations, Titles 17 and 22
- 2.5 California State Penal Code, Section 498B.0
- 2.6 State of California Water Code, Section 110, 500-6, and 520-23
- 2.7 Water Department Director

Reference

- 2.8 State of California Guidance Manual for Cross Connection Programs
- 2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention
- 2.10 American Water Works Association Standards for Water Meters
- 2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

- 3.1 **Fire Hydrant Meter:** A portable water meter which is connected to a fire hydrant for the purpose of temporary use. (These meters are sometimes referred to as Construction Meters.)

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.

3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.

4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.

4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:

a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.

b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:

1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 3 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.
3. All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).
4. All meters shall be read by the Water Department, Meter Section (see Section 4.7).
5. All meters shall be relocated by the Water Department, Meter Section (see Section 4.7).
6. These meters shall be tested on the anniversary of the original test date and proof of testing will be submitted to the Water Department, Meter Shop, on a yearly basis. If not tested, the meter will not be allowed for use in the City of San Diego.
7. All private fire hydrant meters shall have backflow devices attached when installed.
8. The customer must maintain and repair their own private meters and private backflows.
9. The customer must provide current test and calibration results to the Water Department, Meter Shop after any repairs.
10. When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 4 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.
 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
 13. The outlet shall have a 2 ½ "National Standards Tested (NST) fire hydrant male coupling.
 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

4.6 **Conditions and Processes for Issuance of a Fire Hydrant Meter**

Process for Issuance

- a. Fire hydrant meters shall only be used for the following purposes:
 1. Temporary irrigation purposes not to exceed one year.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 5 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

2. Construction and maintenance related activities (see Tab 2).

- b. No customer inside or outside the boundaries of the City of San Diego Water Department shall resell any portion of the water delivered through a fire hydrant by the City of San Diego Water Department.
- c. The City of San Diego allows for the issuance of a temporary fire hydrant meter for a period not to exceed 12 months (365 days). An extension can only be granted in writing from the Water Department Director for up to 90 additional days. A written request for an extension by the consumer must be submitted at least 30 days prior to the 12 month period ending. No extension shall be granted to any customer with a delinquent account with the Water Department. No further extensions shall be granted.
- d. Any customer requesting the issuance of a fire hydrant meter shall file an application with the Meter Section. The customer must complete a "Fire Hydrant Meter Application" (Tab 1) which includes the name of the company, the party responsible for payment, Social Security number and/or California ID, requested location of the meter (a detailed map signifying an exact location), local contact person, local phone number, a contractor's license (or a business license), description of specific water use, duration of use at the site and full name and address of the person responsible for payment.
- e. At the time of the application the customer will pay their fees according to the schedule set forth in the Rate Book of Fees and Charges, located in the City Clerk's Office. All fees must be paid by check, money order or cashiers check, made payable to the City Treasurer. Cash will not be accepted.
- f. No fire hydrant meters shall be furnished or relocated for any customer with a delinquent account with the Water Department.
- g. After the fees have been paid and an account has been created, the

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 6 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

meter shall be installed within 48 hours (by the second business day). For an additional fee, at overtime rates, meters can be installed within 24 hours (within one business day).

4.7 Relocation of Existing Fire Hydrant Meters

- a. The customer shall call the Fire Hydrant Meter Hotline (herein referred to as "Hotline"), a minimum of 24 hours in advance, to request the relocation of a meter. A fee will be charged to the existing account, which must be current before a work order is generated for the meter's relocation.
- b. The customer will supply in writing the address where the meter is to be relocated (map page, cross street, etc). The customer must update the original Fire Hydrant Meter Application with any changes as it applies to the new location.
- c. Fire hydrant meters shall be read on a monthly basis. While fire hydrant meters and backflow devices are in service, commodity, base fee and damage charges, if applicable, will be billed to the customer on a monthly basis. If the account becomes delinquent, the meter will be removed.

4.8 Disconnection of Fire Hydrant Meter

- a. After ten (10) months a "Notice of Discontinuation of Service" (Tab 3) will be issued to the site and the address of record to notify the customer of the date of discontinuance of service. An extension can only be granted in writing from the Water Department Director for up to 90 additional days (as stated in Section 4.6C) and a copy of the extension shall be forwarded to the Meter Shop Supervisor. If an extension has not been approved, the meter will be removed after twelve (12) months of use.
- b. Upon completion of the project the customer will notify the Meter Services office via the Hotline to request the removal of the fire hydrant meter and appurtenances. A work order will be generated

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 7 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

for removal of the meter.

- c. Meter Section staff will remove the meter and backflow prevention assembly and return it to the Meter Shop. Once returned to the Meter Shop the meter and backflow will be tested for accuracy and functionality.
- d. Meter Section Staff will contact and notify Customer Services of the final read and any charges resulting from damages to the meter and backflow or its appurtenance. These charges will be added on the customer's final bill and will be sent to the address of record. Any customer who has an outstanding balance will not receive additional meters.
- e. Outstanding balances due may be deducted from deposits and any balances refunded to the customer. Any outstanding balances will be turned over to the City Treasurer for collection. Outstanding balances may also be transferred to any other existing accounts.

5. **EXCEPTIONS**

- 5.1 Any request for exceptions to this policy shall be presented, in writing, to the Customer Support Deputy Director, or his/her designee for consideration.

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:

- a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 8 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

inspection. After installation is approved by the Meter Shop the vehicle and meter shall be brought to the Meter Shop on a monthly basis for meter reading and on a quarterly basis for testing of the backflow assembly. Meters mounted at the owner's expense shall have the one year contract expiration waived and shall have meter or backflow changed if either fails.

- b) **Floating Meters:** Floating Meters are meters that are not mounted to a vehicle. **(Note: All floating meters shall have an approved backflow assembly attached.)** The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:

- 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
- 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

If any of the conditions stated above are not met the Meter Shop has the right to cancel the contract for floating meter use and close the account associated with the meter. The Meter Shop will also exercise the right to refuse the issuance of another floating meter to the company in question.

Any Fire Hydrant Meter using reclaimed water shall not be allowed use again with any potable water supply. The customer shall incur the cost of replacing the meter and backflow device in this instance.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 9 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

7. **FEE AND DEPOSIT SCHEDULES**

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

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

8. **UNAUTHORIZED USE OF WATER FROM A HYDRANT**

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 10 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

- 8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

Water Department Director

- Tabs: 1. Fire Hydrant Meter Application
2. Construction & Maintenance Related Activities With No Return To Sewer
3. Notice of Discontinuation of Service

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters
Fire Hydrant
Fire Hydrant Meter Program
Meters, Floating or Vehicle Mounted
Mobile Meter
Program, Fire Hydrant Meter

Distribution: DI Manual Holders



Application for Fire (EXHIBIT A) Hydrant Meter

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) <u>Zip:</u>	<u>T.B.</u>	<u>G.B. (CITY USE)</u>
Specific Use of Water:		
Any Return to Sewer or Storm Drain, If so, explain:		
Estimated Duration of Meter Use: <input type="text"/>	<input type="checkbox"/>	Check Box if Reclaimed Water

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ()
*Business license#		*Contractor license#	
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: <small>(PERSON IN ACCOUNTS PAYABLE)</small>			Phone: ()
Site Contact Name and Title:			Phone: ()
Responsible Party Name:			Title:
Cal ID#			Phone: ()
Signature:		Date:	
Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter			

Fire Hydrant Meter Removal Request		Requested Removal Date:
<input type="checkbox"/>		
Provide Current Meter Location if Different from Above:		
Signature:		Title:
Date:		
Phone: ()	Pager: ()	

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter	
Contract Acct #:	Deposit Amount: \$ 936.00	Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05	Meter Make and Style: 6-7
Backflow #	Backflow Size:	Backflow Make and Style:
Name:	Signature:	Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

Name of Responsible Party
Company Name and Address

Account Number: _____

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

City of San Diego
Water Department
Attention: Meter Services
2797 Caminito Chollas
San Diego, CA 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant Hotline at (619) _____ - _____.

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

City of San Diego, CM&FS Div., 9753 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:

Contractor's Name:

Contractor's Address:

Contractor's Phone #:

Contractor's fax #:

Contact Name:

Invoice No.

Invoice Date:

Billing Period: (To)

Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date	
		Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1					\$ -		\$ -		\$ -	0.00	\$ -
2					\$ -		\$ -		\$ -	0.00%	\$ -
3					\$ -		\$ -		\$ -	0.00%	\$ -
4					\$ -		\$ -		\$ -	0.00%	\$ -
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$ -	0.00%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$ -	0.00%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
9					\$ -		\$ -		\$ -	0.00%	\$ -
10					\$ -		\$ -		\$ -	0.00%	\$ -
11					\$ -		\$ -		\$ -	0.00%	\$ -
12					\$ -		\$ -		\$ -	0.00%	\$ -
13					\$ -		\$ -		\$ -	0.00%	\$ -
14					\$ -		\$ -		\$ -	0.00%	\$ -
15					\$ -		\$ -		\$ -	0.00%	\$ -
16					\$ -		\$ -		\$ -	0.00%	\$ -
17	Field Orders				\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
	CHANGE ORDER No.				\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
Total Authorized Amount (including approved Change Order)					\$ -		\$ -		\$ -	Total Billed	\$ -

SUMMARY

A. Original Contract Amount	\$ -
B. Approved Change Order #00 Thru #00	\$ -
C. Total Authorized Amount (A+B)	\$ -
D. Total Billed to Date	\$ -
E. Less Total Retention (5% of D)	\$ -
F. Less Total Previous Payments	\$ -
G. Payment Due Less Retention	\$0.00
H. Remaining Authorized Amount	\$0.00

I certify that the materials
have been received by me in
the quality and quantity specified

Resident Engineer

Construction Engineer

Retention and/or Escrow Payment Schedule

Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
Amt to Release to Contractor from PO/Escrow:	

Contractor Signature and Date: _____

NOTE: CONTRACTOR TO CALCULATE TO THE 2ND DECIMAL PLACE.

WBS #:	B18108
Date Submitted:	10/10/2018
NTP Date:	3/23/2018
Final Statement of WD Date:	5/23/2020
Contract #:	K-XX-XXXX-XXX-X
Contract Amount:	\$5,617,000

Construction Cash Flow Forecast "Sewer and Water Group Job 965 (W)"

Year	January	February	March	April	May	June	July	August	September	October	November	December
2018				15,000	25,000	52,000	52,000	100,000	10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000	1,000,000							
2021												
2022												
2023												
2024												
2025												

APPENDIX E

LOCATION MAP



Engineering &
Capital Projects
**B-18019 - HOWARD AVE -
VILLAGE PINE TO IRIS SIDEWALK**

SENIOR ENGINEER
NICOLE GEORGE
619-533-7443


PROJECT MANAGER
ALEJANDRA GONZALEZ
619-533-5155

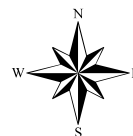
PROJECT ENGINEER
ANTHONY SALVANI
619-533-5259

FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@sandiego.gov



Legend

 Proposed Sidewalk



COMMUNITY NAME: OTAY-MESA NESTOR

COUNCIL DISTRICT: 8

WBS NO: B-18019

Date: October 29, 2020
Howard Ave - Village Pine to Iris Sidewalk
Appendix E - Location Map

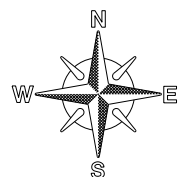


Page 148 | Page

THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduced with permission granted by RAND MCNALLY & COMPANY® to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part thereof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY.

APPENDIX F

ADJACENT PROJECTS MAP



NO SCALE

SHEET 1 OF 1

DATE: SEPTEMBER 14, 2021

HOWARD AVENUE – VILLAGE PINE DRIVE TO IRIS AVENUE SIDEWALK ADJACENT PROJECTS MAP

LEGEND:

APPROXIMATE MTS IRIS RAPID CORRIDOR AND STATION DESIGN PROJECT AREA	
APPROXIMATE CITY OF SAN DIEGO UU26 PROJECT AREA	
APPROXIMATE ASPHALT RESURFACING GROUP 1902 PROJECT AREA	
EXIST CITY OF SAN DIEGO RIGHT-OF-WAY	
EXIST MTS RIGHT-OF-WAY	
EXIST STATE RIGHT-OF-WAY	

APPENDIX G
SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
- This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
- This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX H

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 402-2, "Protection", of the 2018 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

- A. Endpoints, see Photo 1:

Photo 1



- B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



Network Devices, see Photo 3:



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

Photo 5

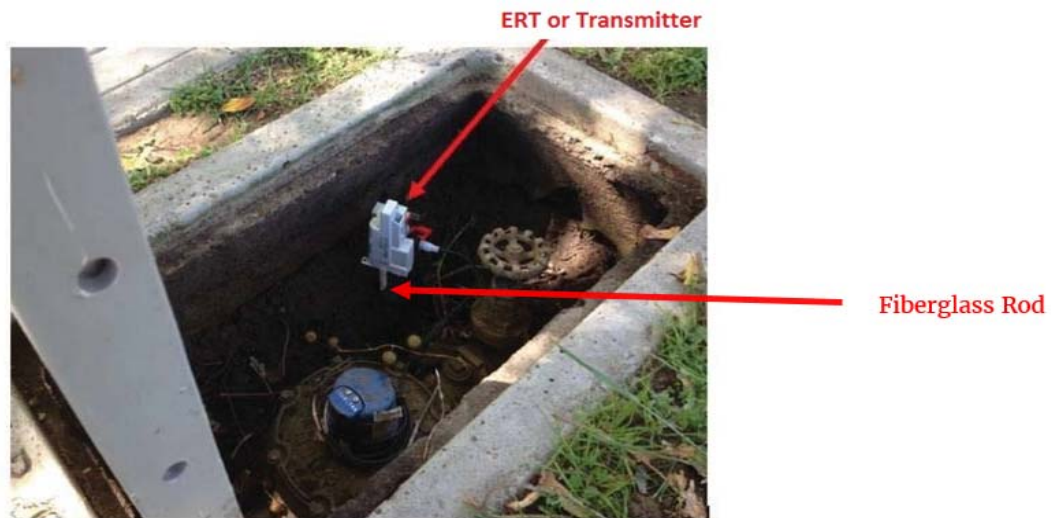


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

APPENDIX I

LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

This **25-Month Long-Term Maintenance and Monitoring Agreement (LTMMA)** is made and entered into by and between the City of San Diego (City), a municipal corporation, and INSERT NAME OF CONTRACTOR - TO BE IDENTIFIED AFTER AWARD (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

RECITALS

- A.** Concurrent with execution of this LTMMA, the Parties entered into a general contract (Construction Contract) for the construction of **Howard Ave - Village Pine to Iris Sidewalk, WBS number B-18019, Bid No. K-22-2050-DBB-2.**
- B.** In accordance with the Construction Contract, the Contractor shall enter into this LTMMA with the City for the purpose of implementing and fulfilling long-term maintenance requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Howard Ave - Village Pine to Iris Sidewalk** (Maintenance Requirements).
- C.** The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTMMA.

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

INTRODUCTORY PROVISIONS

- A. Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTMMA by this reference.
- B. Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTMMA are incorporated into this LTMMA by this reference.
- C. Contract Term.** This LTMMA shall be effective upon completion of the Plant Establishment Period (PEP) as described in **Section 6-1.1 of ATTACHMENT E – Supplementary Special Provisions** and **Section 802** of the 2021 GREENBOOK AND WHITEBOOK and it shall be effective until the completion of the Work as described below.
- D. Terms and Conditions.** This LTMMA is subject to the terms and conditions of the Construction Contract included in the 2021 GREENBOOK, WHITEBOOK, and Special Provisions except as otherwise stated in this LTMMA.
- E. Partial Release of Payment Bond and Performance Bond.**

1. **Performance of Contract in Two Phases.** There are two separate phases of Work to be performed by the Contractor under this Contract. The first phase covers the Work involved in the original agreement as described in this agreement ("Phase 1 Work"). The second phase covers the work involved in the long-term maintenance of the Re-vegetation/Restoration Area after Phase 1 Work has been completed ("Phase 2 Work").
2. **Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:
 - i. Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards ("Notice of Completion").
 - ii. Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment Bond for this Project, and the Performance Bond for this Project, may be partially released, and thereby reduced for the Work performed under Phase 1. The remaining payment and performance bond will cover the full cost of Phase 2 Work on this Project, which will be the amount specified in "Section 4: COMPENSATION" in Section 4.1 of this LTMMA.
3. **No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default on Phase 1 Work.

SECTION 1 - MAINTENANCE CONTRACT SUMMARY

- 1.1. **General.** The Contractor shall fulfill the Project's Maintenance Requirements (Work) as identified in the scope of work attached as **Exhibit A** in a manner satisfactory to the City.

The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in **Exhibit A**, at the direction of the City.
- 1.2. **Schedule of Work.** After receiving notification from the City, the Contractor shall create a comprehensive Schedule of Work (Schedule) for performance of this LTMMA for the City's approval. The Schedule shall include routine work, inspection, and infrequent operations such as repairs, fertilization, aerification, watering, and pruning.

The City will approve the Schedule prior to the commencement of the Work. The City may require the Contractor to revise the Schedule. The Contractor shall not revise the Schedule unless the revisions have received the prior written approval of the City.
- 1.3. **Commencement of Work & Maintenance Period.** This LTMMA shall commence when the City approves of the Work of the Plant Establishment Period and sends notice of the approval

to the Contractor in accordance with **Part 8, Section 802** of the Construction Contract and shall continue for **25** months. A copy of the approval form is attached as **Exhibit B**.

1.4. License. The Contractor shall hold the following licenses in good standing:

1.4.1. C-27 State Contractor's License.

1.4.1.1. Alternatively, the Contractor shall retain the services of a Subcontractor with a **C-27** State Contractor's License.

1.4.2. Pest Control Advisor's License.

1.4.2.1. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.

1.4.3. Registration with the County Agriculture Commission.

1.4.4. Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.

1.4.5. City of San Diego Business License.

Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. **See Exhibit C.**

1.5. Hours of Performance. The Contractor shall perform the Work between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday (Working Hours). The City may, in its sole discretion, grant permission to the Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise (operations of power equipment which would cause annoyance to area residents for example) shall not begin before 7:00 a.m.

SECTION 2 - ADMINISTRATION

2.1. Contract Administrator. Purchasing & Contracting Department, Public Works Division is the Contract Administrator for the LTMMA. The Contractor shall perform the Work under the direction of a designated representative of the Purchasing & Contracting Department. The City will communicate with the Contractor on all matters related to the administration of this LTMMA and the Contractor's performance of the Work rendered hereunder. When this LTMMA refers to communications to or with the City, those communications shall be with the City, unless the City or this LTMMA specifies otherwise. Further, when this LTMMA requires an act or approval by City, that act or approval will be performed by the City.

2.2. Local Office. The Contractor shall maintain a local office with a company representative who is authorized to discuss matters pertaining to this LTMMA with the City and shall promptly respond and be available during Normal Working Hours. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative may fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls to the Contractor from the City shall be returned within a 1-hour period.

2.3. Emergency Calls. The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to the

Contractor for immediate disposition. The Contractor shall provide the City with a 24 hour emergency telephone number for this purpose.

- 2.4. Staffing.** The Contractor shall furnish supervisory and working personnel capable of promptly accomplishing all Work required under this LTMMA on schedule and to the satisfaction of the City.
- 2.5. Contractor Inspections.** The Contractor shall perform inspections of the Work site and shall prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

SECTION 3: WORK SITE MAINTENANCE

- 3.1. Use of Chemicals.** The Contractor shall submit to the City for approval sample labels and MSDS for all chemical herbicides, rodenticides, and pesticides proposed for use under this LTRMC. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture.

The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used for the Work site covered by this LTRMC. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations.

No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by City as appropriate for the purpose and area proposed.

The Contractor shall submit a monthly pesticide use report to the City along with the Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

- 3.2. Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticultural landscape maintenance practices in accordance with the instructions from the Project Biologist. The Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor or other penalties under this LTMMA.

If the Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages assessed to City for the Contractor's failure to follow water conservation regulations imposed by the City, the Public Utilities Department of the City of San Diego, and, where appropriate, the State of California, the County Water Authority, or other legal entities shall be solely the responsibility of the Contractor and may be deducted from the monthly payment to be made to the Contractor under this LTMMA.

- 3.3. Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTMMA.
- 3.4. Satisfactory Progression.** If the Revegetation/Restoration Area is not progressing towards the required performance criteria, as defined in the Scope of Work, in accordance with the Work Schedule, and as determined by City, the City may accordingly adjust monthly payments to the Contractor

SECTION 4.: COMPENSATION

- 4.1. Maximum Compensation.** The compensation for this LTMMA shall not exceed **\$CONTRACTOR'S LUMP SUM BID AMOUNT FOR THIS LONG-TERM MAINTENANCE AGREEMENT – TO BE ESTABLISHED DURING THE AWARD PROCESS. SEE EXHIBIT A.** (Contract Price).
- 4.2. Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit a detailed invoice and report of maintenance Work performed every month. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding payment by the City.
- 4.3. Final Payment.** The Contractor shall not receive final payment until the following conditions have been completed to the City's satisfaction:
- 4.3.1 The item(s) of the Work subject to this maintenance coverage as specified in **Exhibit A** (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTMMA.
 - 4.3.2 The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.
 - 4.3.3 The Contractor has provided a final work summary report to the City.
 - 4.3.4 The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

SECTION 5: BONDS AND INSURANCE

- 5.1. Contract Bonds.** Prior to the commencement of Work, the Contractor, at its sole cost and expense, shall provide the following bonds issued by a surety authorized to issue bonds in California satisfactory to the City:
- 5.1.1 A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price for this Bid item, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims

for materials and labor are paid and shall otherwise comply with the California Civil Code.

- 5.1.2 A Performance Bond in an amount not less than the Contract Price for this bid item to guarantee the faithful performance of all Work within the time prescribed in a manner satisfactory to the City and to guarantee all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this LTMMA.

5.2. Insurance. The Contractor shall maintain insurance coverage as specified in **Section 5-4, "INSURANCE"** of the Construction Contract at all times during the term of this LTMMA.

The Contractor shall not begin the Work under this LTMMA until they have complied with the following:

5.2.1 Obtain insurance certificates reflecting evidence of insurance:

1. Commercial General Liability
2. Commercial Automobile Liability
3. Worker's Compensation

5.2.2 Confirm that all policies contain the specific provisions required in **Section 5-4, "INSURANCE"**.

The Contractor shall submit copies of any policy upon request by the City.

The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this LTMMA.

SECTION 6: MISCELLANEOUS

- 6.1. Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and shall specifically have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to the performance of any
- 6.2. City Standard Provisions.** This LTMMA is Work. Subject to the same standard provisions and Contractor Certification requirements as the Construction Contract.
- 6.3. Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTMMA.
- 6.4. Assignment.** The Contractor shall not assign the obligations under this LTMMA, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this section shall constitute a Default and is grounds for immediate termination of this LTMMA, at the sole discretion of City.

In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

- 6.5. Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of the City. Any provisions of this LTMMA that may appear to give the City any right to direct the Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.
- 6.6. Covenants and Conditions.** All provisions of this LTMMA expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.
- 6.7. Jurisdiction and Venue.** The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTMMA, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.
- 6.8. Successors in Interest.** This LTMMA and all rights and obligations created by it shall be in force and effect whether or not any Parties to this LTMMA have been succeeded by another entity and all rights and obligations created by this LTMMA shall be vested and binding on any Party's successor in interest.
- 6.9. Integration.** This LTMMA and the exhibits, attachments, and references incorporated into this LTMMA fully express all understandings of the Parties concerning the matters covered in this LTMMA. No change, alteration, or modification of the terms or conditions of this LTMMA, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or by an amendment to this LTMMA agreed to by both Parties. All prior negotiations and agreements shall be merged into this LTMMA.
- 6.10. Counterparts.** This LTMMA may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 6.11. No Waiver.** Any failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term, or condition of this LTMMA, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTMMA, shall constitute a waiver of any such breach or of such covenant, term, or condition. No waiver of any breach shall affect or alter this LTMMA, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 6.12. Severability.** The unenforceability, invalidity, or illegality of any provision of this LTMMA shall not render any other provision of this LTMMA unenforceable, invalid, or illegal.
- 6.13. Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Purchasing & Contracting Department Director in accordance with Resolution No. R-**INSERT NUMBER OF RESOLUTION AUTHORIZING ADVERTISING AND AWARD OF THE UNDERLYING CONSTRUCTION CONTRACT**, and by Contractor.

Dated this _____ day of _____, **2022**.

THE CITY OF SAN DIEGO

By: _____

Mayor or designee

I HEREBY CERTIFY I can legally bind **NAME OF CONTRACTOR TO BE DETERMINED DURING AWARD PROCESS** and that I have read this entire contract, this _____ day of _____, **2022**.

By: _____

Printed Name: _____

Title: _____

I HEREBY APPROVE the form of the foregoing Contract this

_____ day _____ of **2022**.

Mara W. Elliott, City Attorney

By: _____

Printed Name: _____

Deputy City Attorney

EXHIBIT A

SCOPE OF WORK

- I. **Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on **Appendix J** of this Contract (Specifications), which is incorporated into this Contract by this reference as though fully set forth herein.
- II. **Description of Work.** The Contractor shall maintain and monitor the Revegetation/Restoration Area during the Monitoring Program in accordance with this Contract. The Revegetation/Restoration Area shall meet the success criteria specified in **Appendix J** at each of the milestones listed in the Schedule for the maintenance and monitoring period. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping, and training of shrubs and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this Contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

The Work also includes biological monitoring of the Revegetation/Restoration Area according to the schedule and methods specified in the Revegetation/Restoration Plan. The monitoring work shall include all reporting tasks specified in **Appendix I**.

- III. **Method of Performing Work.**

- A. **Irrigation.** Irrigation shall be applied to container and salvaged plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTMAA.
 1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 Calendar Days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.
 2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and

detrimental seepage into existing underground improvements and to existing structures.

3. Irrigation shall be accomplished as follows:

- a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability, and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).
- b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability, and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
- c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability, and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons, and weather conditions.
- d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability, and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons, and weather conditions.

4. **Maintenance of Irrigation System.** The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Revegetation/Restoration Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.

- a) Repair or replacement includes sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.
 - b) The Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.
5. **Operation of Automatic Irrigation Controllers.** Where the operation of automatic irrigation controllers is required as part of this LTRMC, the Contractor shall:
- a) Not duplicate any coded City key furnished by City for access and operation of the controller;
 - b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;
 - c) Protect the security of City's property by keeping controller cabinet and building doors locked at all times; and
 - d) Refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.

B. Pruning Shrubs and Ground Cover Plants. The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:

- 1. Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
- 2. Prevent encroachment of passageways, walks, streets, or view of signs; and
- 3. Prevent encroachment in any manner deemed objectionable by the City.

The Contractor shall remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. The Contractor shall seal any pruning cut which exceeds 2 inches in diameter with an approved pruning paint when required by the City. The Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by the City. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by the City. The Contractor shall not use growth regulators.

- C. Tree Maintenance.** The Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning in accordance with instructions from the Project Biologist, when necessary. The Contractor shall not top trees.
1. **Potential Hazards.** The Contractor shall notify the City within 24 hours of any tree that shows signs of root heaving or leaning or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.
 2. **Replacement.** The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by the City. The Contractor shall replace trees in kind and size as determined by the City. If there is a difference in value between the tree lost and the replacement tree, the City will deduct the difference from payment to be made under this LTMMA. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.
 3. **Staking.** The Contractor shall securely stake any newly planted trees and other trees needing support with two "lodge pole" type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.
- D. Fertilization.** The Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist. Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application (Fertilizer Schedule). The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this LTMMA. All fertilization shall first be approved by the Project Biologist.
1. The Contractor shall notify the City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish to the City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTMMA. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by the

City and the Contractor's copy shall be signed by the City, on site, before any fertilizer may be used.

2. Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer's product specifications.
3. If deemed necessary by the City to achieve required results, the Contractor shall apply other materials as directed by the City, including:
 - a) iron chelate;
 - b) soil sulfur;
 - c) gypsum; or
 - d) surfactant enzymes such as Sarvon or Naiad.
4. The Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

- E. Weed Removal.** The Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters, and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.

Weed removal in areas with native habitat shall be in accordance with **Section 802 of the Whitebook**.

- F. Disease and Pest Control.** The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify the City within 4 Calendar Days if disease or insect or rodent infestation is discovered. In its notice to the City, the Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of the City, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of the City.

1. All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of the Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.

2. The Contractor shall utilize all safeguards necessary during disease, insect, or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If the Contractor is unable to control the pest or disease, a pest control company will be hired, and the cost shall be deducted from Contractor's monthly payment.

G. Plant Replacement. Except as provided in **Section H** below, the Contractor shall notify the City within 4 Calendar Days of the loss of plant material due to any cause.

1. The Contractor shall, at no cost to the City, replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by the City.
2. If so directed by the City, the Contractor shall replace any plant damaged or lost that is not a result of the Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor outside of warranty.
3. The City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When the City determines such replacement should occur, Contractor shall replace the plants as directed by the City. The City will pay for materials and labor outside of warranty.

H. Damage Reports. The Contractor shall notify the City within 24 hours of any damage to the Work Area caused by accident, vandalism, or theft.

I. Litter. The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTMMA. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.

1. **Contractor Generated Litter.** The Contractor shall promptly remove all debris generated by the Contractor's pruning, trimming, weeding, edging and other Work required by this LTMMA. Immediately after working in streets, park walks, gutters, driveways, and paved areas, the Contractor shall clean them in accordance with all applicable laws.
2. **Third Party Generated Litter.** Upon discovery, the Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.

- J. **Monitoring.** The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the Revegetation Area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist shall meet all requirements specified in **Section 802 of the Whitebook.**
- K. **Final Site Cleanup.** Prior to completion of the LTMMA, all temporary irrigation materials, BMP's, and signs shall be removed from the site and properly disposed of.

EXHIBIT B

INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ACCEPTS THE PLANT ESTABLISHMENT PERIOD (PEP) AND ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE THE 2021 WHITEBOOK, SECTION 802

EXHIBIT C
LICENSE DATA SHEET

State Contractor License Classification and Number:_____

Name of License Holder:_____

Expiration Date:_____

City of San Diego Business License Number:_____

Expiration Date:_____

APPENDIX J
REVEGETATION PLANS



Howard Avenue - Village Pine to Iris Avenue Sidewalk Project

General Revegetation Notes

- Revegetation of the Project Area shall be in accordance with the latest edition of the City of San Diego Whitebook, Landscape Standards (2018) (Part 8) and City of San Diego Biological Resource Guidelines.
- Revegetation of the site will include treatment and removal of non-native vegetation, application of native seed mix, hydroseed slurry, installation of native container plantings, supplemental irrigation, and long-term maintenance (Table 2).
- These plans are to be used as a general guide with the final layout to be determined onsite by the Project Biologist.
- All erosion control measures (i.e. jute netting, straw wattles, gravel bags) will be installed immediately following the completion of construction activities. Revegetation activities such as installation of container plants, hydroseed application, and temporary irrigation should be conducted during rainy season (October to April) following completion of construction activities.
- Contractor shall repair and/or replace all above ground erosion control BMPs damaged during the 120 Day PEP and 25-month maintenance and monitoring period. Any above grade erosion control measures or BMPs shall be removed by the contractor and as directed by the Project Biologist following acceptance of the 25 - month maintenance and monitoring period by the City Representative and Project Biologist.
- Contractor shall remove all trash and/or debris from the revegetation site prior to and following the revegetation installation, and until the end of the 25-month maintenance and monitoring period.
- Orange construction fence (or if in a wildlife area, a yellow rope barrier as directed by the RE) shall be installed to prevent unauthorized access to the Project Area. The Contractor is responsible for maintaining the fence/barrier throughout the duration of the Project.
- Final acceptance of revegetation is subject to meeting success criteria (Table 1). Final success criteria may be lowered by Project Biologist if natural site conditions prevent the establishment of vegetation.

Site Preparation

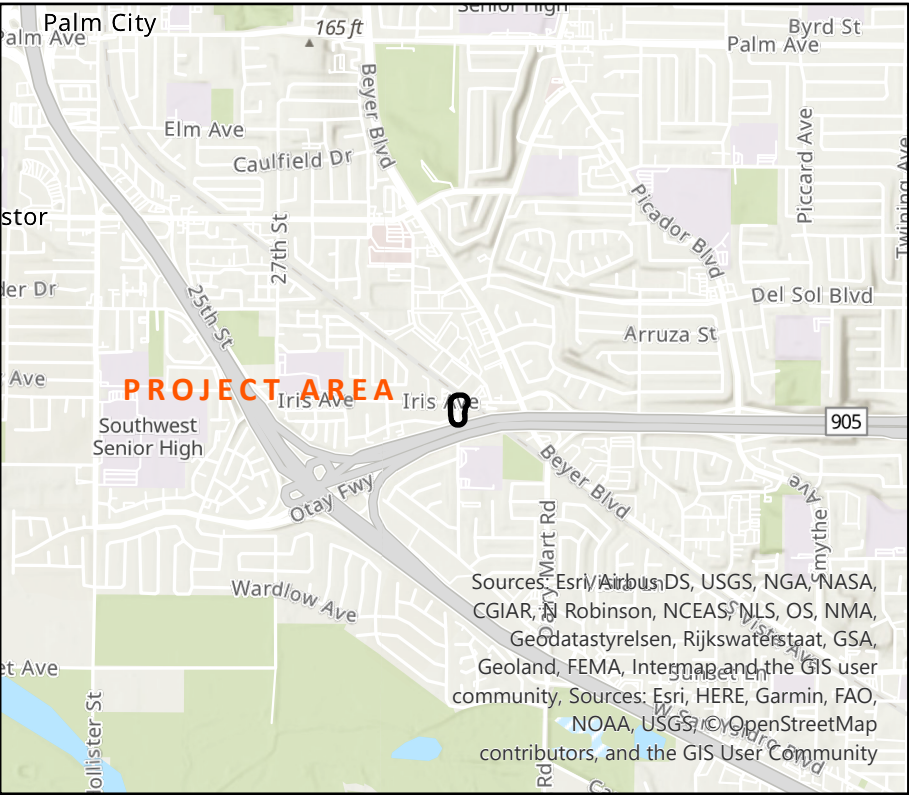
- Non-native plant species currently occupying revegetation areas shall be removed or treated with herbicide prior to installation of native plant material. The Contractor shall coordinate with the Project Biologist regarding identification of invasive species to be removed/treated.
- If erosion control materials such as silt fencing and fiber rolls remain on site prior to planting, they must be in serviceable condition prior to the restoration implementation and should remain in place. If they are degraded, they should be replaced prior to planting and hydroseeding the area and shall remain until vegetation has been established.
- Areas that will be hydroseeded or hand-seeded must be cleared of loose rocks and debris prior to seed application. Compacted soil surfaces should be scarified to a depth between 0.25" – 0.50" for increased soil contact and seed bedding.

Irrigation

- The contractor will be responsible for providing sufficient water to the site to ensure container plants and hydroseed become well established and the site meets success criteria. The contractor will be required to submit the method of irrigation to the city representative and project biologist for approval.
- Irrigation shall deliver water sufficiently and shall be appropriate to the needs of the plant materials. Overwatering as evidenced by soggy soils, standing water, runoff, erosion or other similar conditions shall be managed and prevented by the Contractor. The amount of water applied must be adjusted when warranted by site conditions.
- Repairs to the irrigation system due to vandalism or any other reason shall be the responsibility of the contractor.
- Irrigation shall be discontinued prior to the end of the 25 -month maintenance and monitoring period or earlier, as directed by the Project Biologist.
- After the final 25-month success criteria are met and the mitigation and monitoring program has been signed off, any components of the irrigation system shall be carefully removed from the site without adversely impacting native vegetation.

Hydroseed

- All hydroseed shall be applied in accordance with the City of San Diego Whitebook (2018) Part 8. Hydroseed shall be applied in a two-step process as follows:
- The seed mix shown below shall be mixed with Type 11 wood fiber Hyrdomulch and applied evenly over all disturbed soils.
 - Immediately following application of the Type -11 wood fiber hydromulch, Type -13 bonded fiber matrix hydromulch shall be applied over the area.
 - All wood fiber and bonded fiber matrix hydromulch shall be applied per the manufactures stated application rates.



Container Planting

- All container planting shall be installed in accordance with the City of San Diego Whitebook (2018) Part 8.
- Installation shall occur under the direction of the Project Biologist. Spotting of container stock plants before planting may be required. Plants shall be planted and watered as specified immediately after the removal from the containers. Containers shall not be cut prior to placing the plants in the planting area.
 - Planting pits for container plants shall be approximately 1.5 times as deep and 3 times as wide as the container size. All planting pits shall be filled with water and allowed to completely drain prior to plant installation. After the planting pits have been presoaked, Re -vegetation or Restoration Contractor shall backfill the hole to the appropriate planting depth and set plants in the center of the hole, then backfill the hole and thoroughly apply more water.
 - A watering basin, approximately twice the size of the plant canopy shall be created. Re -vegetation or Restoration Contractor shall apply 2-inches of weed free mulch inside the watering basin.
 - Planting shall not be performed if plant pits contain standing water or if pits are over saturated to a condition which may result in an unhealthful condition for the plant.
 - Unless specified otherwise or directed by the Project biologist, Installation of plant and seed material shall occur during the rainy season (Oct 1 - Feb 15).

Maintenance and Monitoring Requirements

- The 120-Day PEP will begin following successful completion of revegetation installation and acceptance by the Project Biologist and/or City Representative.
- The maintenance period begins following completion and acceptance of the 120 -day PEP and may be extended at the determination of the City Representative. Revegetation areas shall be maintained for a period of not less than 25-months. All revegetated areas shall be maintained by the contractor until final approval by the City.
- Prior to final approval, the City representative may require corrective action including but not limited to re -seeding and the repair of any soil erosion or slope slippage, in consultation with the Project Biologist.
- Weeding and/or herbicide application shall be done regularly by the contractor. Weeding shall be done at a minimum of bi-weekly until the end of the 120-day PEP, and monthly throughout the 25 months maintenance.
- Contractor shall control weeds as identified by the Project Biologist.

Table 1. Success Criteria¹			
	Percent Cover (Native Vegetation)	Percent Cover Non-native Vegetation (CAL-IPC Listed Highly Invasive Species)	Container Plant Survival (%)
Plant Establishment Period (PEP)	NA²	0	100
25-Month Maintenance and Monitoring Period	45	0	NA
¹ Final success criteria may be lowered by the Project Biologist, in consultation with the City Representative, if natural site condition prevents the establishment of vegetation.			
²Site BMPs must be in good condition and there must be no erosion issues by the end of the 120-day PEP.			

Table 2. Summary and Schedule for Maintenance, Monitoring and Reporting			
Period	Contractor Responsibilities	Project Biologist Responsibilities	Reporting and Submittals
Installation	Contractor is responsible for preparation of site, implementation of the revegetation plan, and installation of container plants and seed as shown on the plans or as directed by the Project Biologist.	Project Biologist is responsible for monitoring installation, as needed, to ensure successful installation and implementation of the revegetation plan.	Project Biologist to submit memo to City Representative within 7 days of installation completion.
120-Day PEP	Contractor is responsible for all necessary maintenance (watering, weed abatement, replacement planting, maintain BMP's) to ensure establishment of vegetation and site remains erosion free. Maintenance activities shall occur as needed, but not less than bi-weekly.	Project Biologist is responsible for monitoring revegetation and providing maintenance recommendations. Monitoring shall occur bi-weekly for the first two months, then monthly thereafter.	Contractor to notify City Representative prior to the completion of the 120 Day PEP for site inspection. Project Biologist to submit monitoring memo to City Representative following each site visit and completion memo within 7 days of completion.
25-Month Maintenance and Monitoring	Contractor is responsible for all necessary maintenance (watering, weed abatement, replacement planting, maintain BMP's) to meet success criteria. Maintenance activities shall occur as needed, but not less than monthly.	Project Biologist is responsible for monitoring revegetation and providing maintenance recommendations. Monitoring shall occur quarterly.	Project Biologist to submit quarterly monitoring memo to City Representative. Prior to completion of the 25 Month, Project Biologist to submit final memo within 14 days of completion of the 25 months

TABLE 3: SEED PALETTE FOR HYDROSEED		
Species	Common Name	Density Lbs./Acre
<i>Acmispon glaber</i>	Coastal deerweed	4
<i>Bromus carinatus “Cucamonga”</i>	Cucamonga brome	4
<i>Deinandra fasciculata</i>	Fascicled tarplant	4
<i>Encelia californica</i>	California encelia	4
<i>Eriogonum fasciculatum</i>	California buckwheat	1
<i>Eschscholzia californica</i>	California poppy	1
<i>Festuca microstachys</i>	Small fescue	2
<i>Lupinus succulentus</i>	Arroyo lupine	2
<i>Stipa pulchra</i>	Purple needle grass	4
<i>Trifolium wildenovii</i>	Tomcat clover	2
Total		27 lbs./acre

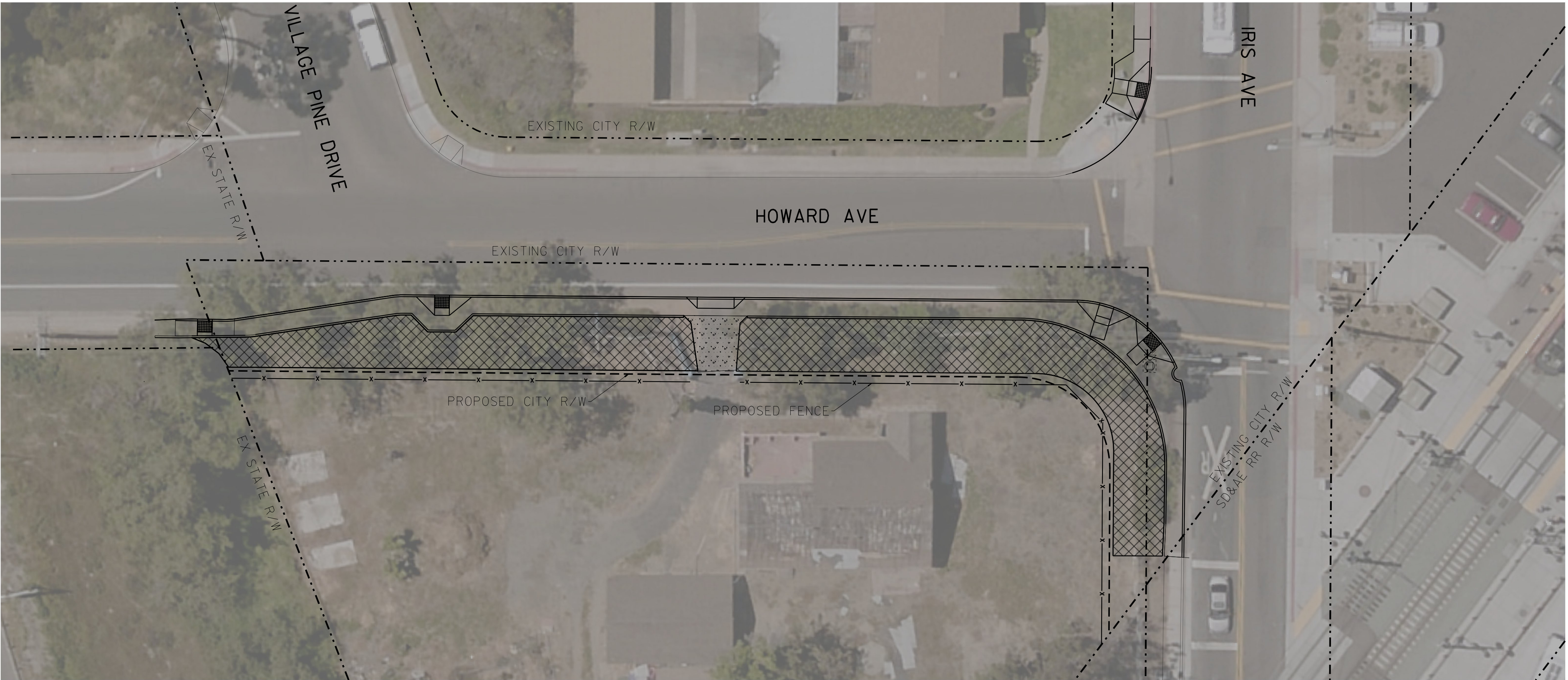
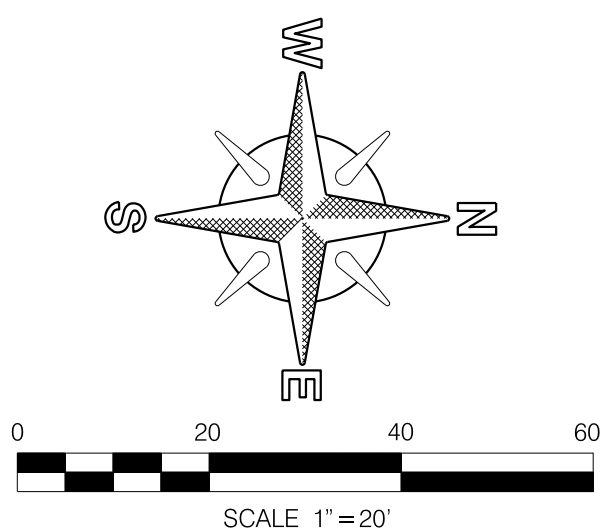
TABLE 4: CONTAINER PLANT PALETTE			
Species	Common Name	Unit Size	Quantity/Acre
<i>Acmispon glaber</i>	Coastal deerweed	1-gallon	500
<i>Encelia californica</i>	California encelia	1-gallon	250
<i>Eriogonum fasciculatum</i>	California buckwheat	1-gallon	250
Total			1,000/Acre

REVEGETATION PLAN - SHEET 1

HOWARD AVE – VILLAGE PINE TO IRIS SIDEWALK

LEGEND.

- REVEGETATION AREA
(HYDROSEEDING/CONTAINER
PLANTS, 0.09 ACRES)
- NEW CONCRETE SIDEWALK
- NEW CURB RAMP



REVEGETATION PLAN – SHEET 2

APPENDIX K

MTS PLAN REVIEW LETTER OF ACCEPTANCE FOR RIGHT OF WAY ENTRY PERMIT

December 21, 2021

City of San Diego
525 B St, Suite 750
San Diego, CA 92101
Attn: Anthony Salvani

Subject: PLAN REVIEW LETTER OF ACCEPTANCE - MTS Application Number: EL-PR-15142
City of San Diego Howard & Iris Sidewalk Install

Dear City of San Diego,

This letter acknowledges that the attached plans submitted by the City of San Diego have been reviewed by MTS and/or their consultant in matters relating to MTS transit operations and have been determined to be acceptable.

Please be advised that this letter of acceptance does not constitute a right of entry permit or authorization of work. Those contracted to construct the project will be responsible to obtain a right of entry permit prior to starting any work on MTS operating right of way.

If you have any further question regarding the plan review or scheduling a pre-construction meeting, please contact me at MTSROW@sdmts.com.

Sincerely,



Monica Coria
Manager of Right of Way Engineering

Enclosure: Plans

HOWARD AVE - VILLAGE PINE TO IRIS SIDEWALK

- SYNOPSIS

Abstract

- _____

- ☐ ☐

- _____

-

— — — — —

■■■■■

2000 AVE - VILLAGE PINE TO IRIS SIDEWALK

PLANS FOR THE CONSTRUCTION OF

- HOWARD AVE - VILLAGE PINE TO IRIS

SIDEWALK
COVER SHEET

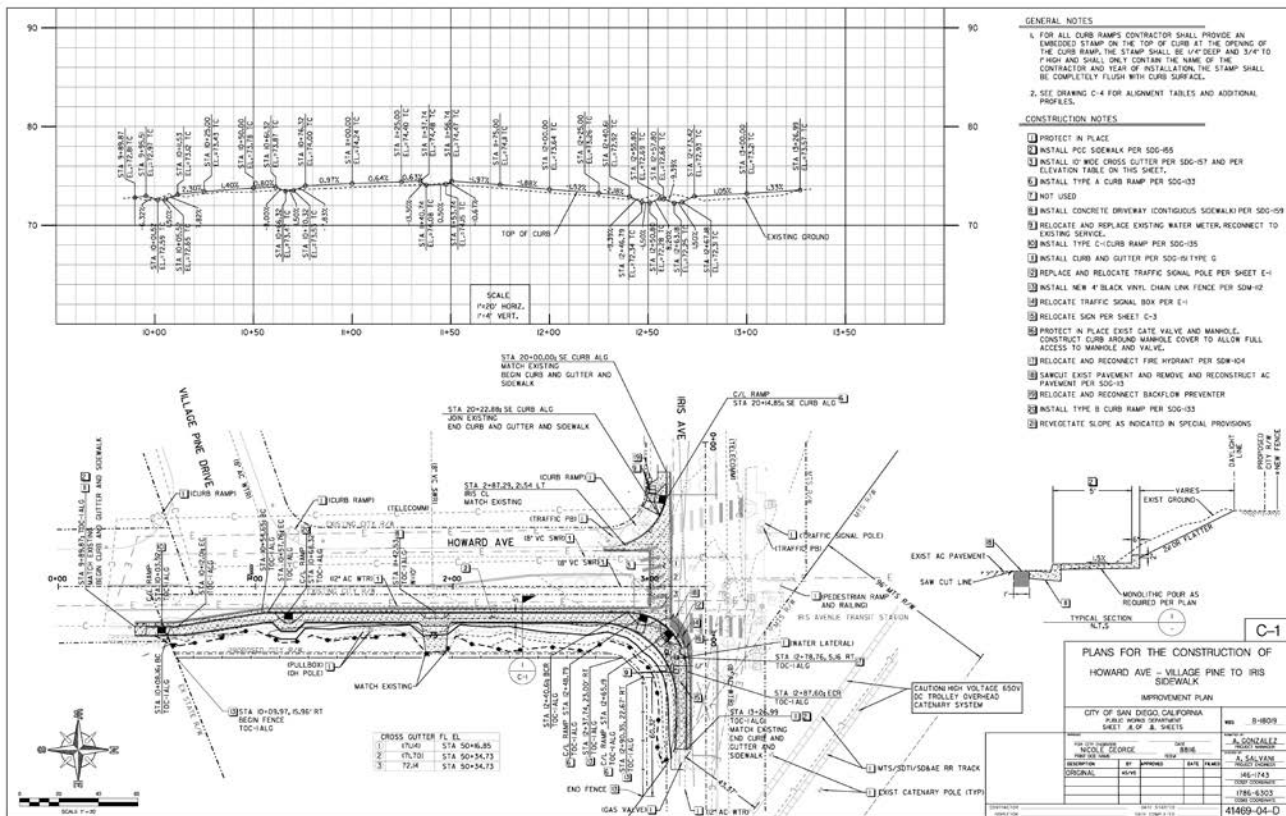
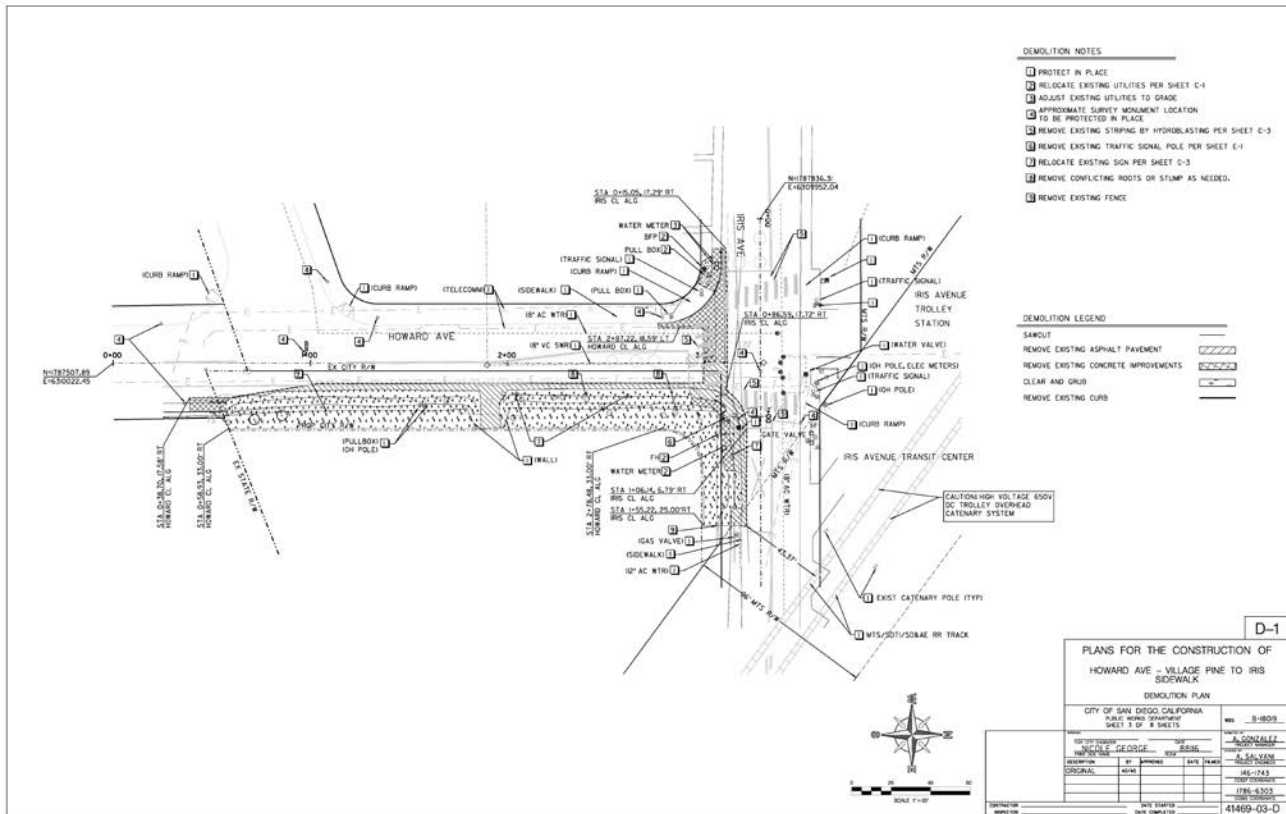
CITY OF SAN DIEGO, CALIFORNIA	
-------------------------------	--

PLANS, WORKS DEPARTMENT SHEET 2 OF 8 SHEETS	NO. 0-1007
ISSUED	DATE: 1-1-1914

G-2

IN OF

O IRIS



SITE MAP
N.T.S.

SOURCE CONTROL BMP CHECKLIST FOR STANDARD PROJECTS				FORM I-4A	
ALL DEVELOPMENT PROJECTS MUST IMPLEMENT SOURCE CONTROL BMPs PRIOR TO CHAPTER 4 AND APPENDIX C OF THE BMP DESIGN MANUAL FOR INFORMATION TO IMPLEMENT BMPs SHOWN IN THIS CHECKLIST.					
NOTE: ALL SELECTED BMPs MUST BE SHOWN ON THE CONSTRUCTION PLANS.					
SOURCE CONTROL REQUIREMENT				BMP (BMP)	
4.2.1 PREVENTION OF EROSION DISCHARGED INTO THE W-4	YES	NO	YES	NO	N/A
4.2.2 STORM DRAIN STENCILING OR SIGNAGE	YES	NO	YES	NO	N/A
4.2.3 PROTECT OUTDOOR MATERIALS STORAGE AREAS FROM RAINFALL, RUN-ON, RUN-OFF, AND WIND DISPOSAL	YES	NO	YES	NO	N/A
4.2.4 PROTECT MATERIALS STORED IN OUTDOOR WORK AREAS FROM RAINFALL, RUN-ON, RUN-OFF, AND WIND DISPOSAL	YES	NO	YES	NO	N/A
4.2.5 PROTECT TRUCK STORAGE AREAS FROM RAINFALL, RUN-ON, RUN-OFF, AND WIND DISPOSAL	YES	NO	YES	NO	N/A
4.2.6 BMPs BASED ON POTENTIAL SOURCES OF RUNOFF POLLUTANTS	YES	NO	YES	NO	N/A
4.2.7 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.8 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.9 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.10 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.11 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.12 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.13 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.14 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.15 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.16 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.17 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.18 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.19 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.20 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.21 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.22 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.23 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.24 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.25 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.26 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.27 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.28 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.29 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.30 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.31 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.32 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.33 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.34 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.35 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.36 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.37 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.38 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.39 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.40 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.41 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.42 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.43 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.44 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.45 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.46 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.47 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.48 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.49 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.50 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.51 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.52 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.53 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.54 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.55 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.56 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.57 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.58 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.59 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.60 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.61 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.62 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.63 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.64 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.65 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.66 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.67 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.68 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.69 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.70 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.71 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.72 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.73 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.74 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.75 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.76 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.77 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.78 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.79 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.80 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.81 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.82 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.83 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.84 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.85 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.86 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.87 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.88 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.89 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.90 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.91 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.92 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.93 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.94 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.95 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.96 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.97 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.98 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.99 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A
4.2.100 CONSTRUCTION EROSION CONTROL	YES	NO	YES	NO	N/A

DISCUSSION / JUSTIFICATION FOR ALL "NO" ANSWER SHOWN ABOVE:

N/A

DISCUSSION / JUSTIFICATION FOR ALL "NO" ANSWER SHOWN ABOVE:

N/A

STORM WATER NOTES

- THIS PROJECT IS SUBJECT TO MINUTAL CODE SECTION 4303 AND ORDINANCE NO. 19-200-00048 AMENDED BY 19-200-00049 AND 19-200-00050.
- ALL SANITARY CUTTING, SANITARY AND OTHER OPERATIONS WITH POTENTIAL TO PRODUCE A DISCHARGE MUST IMPLEMENT EFFECTIVE BMPs TO PREVENT THE WORK BEING PERFORMED.
- LANDSCAPING OF SLOPES TO BE COMPLETED PER LANDSCAPING PLAN IN SPECIAL PROVISIONS.

PLANS FOR THE CONSTRUCTION OF HOWARD AVE - VILLAGE PINE TO IRIS SIDEWALK

IMPROVEMENT PLAN

CITY OF SAN DIEGO, CALIFORNIA

PROJECT NO. 18-009

PROJECT NAME: HOWARD AVE - VILLAGE PINE TO IRIS SIDEWALK

PROJECT LOCATION: VILLAGE PINE TO IRIS SIDEWALK

PROJECT DATE: 10/14/2018

PROJECT STATUS: 100% COMPLETE

PROJECT NUMBER: 41469-05-D

STRIPING AND SIGNING GENERAL NOTES

- INSTALLATION OF ALL STRIPING, SIGNS AND PAVEMENT MARKERS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL STRIPING AND SIGNING SHALL CONFORM TO THE MOST RECENTLY ADOPTED EDITION OF THE FOLLOWING MANUALS:

DOCUMENT NO.	EDITION	DESCRIPTION
PRP0009-01	2008	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE "STANDARD SPEC")
PRP0009-02	2008	CITY OF SAN DIEGO SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE "CITY SPEC")
PRP0009-03	2008	CITY OF SAN DIEGO STANDARD DRAWINGS
PRP0009-04	2008	CALIFORNIA MUTED MANUAL, 5TH EDITION REVISION 5
PRP0009-05	2008	CALTRANS STANDARD PLANS

- ALL SIGNING AND STRIPING IS SUBJECT TO THE APPROVAL OF THE CITY ENGINEER PRIOR TO INSTALLATION AND/OR REMOVAL.
- THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND LEGENDS BY SIGNING AND/OR STRIPING WITH THE SEAL. ANY DEVIATIONS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
- CON POSTS SHALL BE INSTALLED WITH SQUARE PERFORATED STEEL TUBING WITH A BREAKAWAY BASE PER CITY OF SAN DIEGO STANDARD DRAWING W-45.
- ALL RAISED MEDIAN NOSES SHALL BE PAINTED YELLOW.
- ALL VISE SHOWN ON THE STRIPING AND SIGNING PLANS SHALL BE NEW, EXCEPT FOR THE EXISTING VISE SPECIFICALLY NOTED TO BE RELOCATED OR TO REMAIN.
- STRIPED CROSSWALKS SHALL HAVE AN INSIDE DIMENSION OF 10 FEET UNLESS INDICATED OTHERWISE.
- ALL LANE/STOP LINES, CROSSWALK LINES, PAVEMENT LEGENDS, AND ARROWS EXCEPT WITH ONE LANE/STOP LINES SHALL BE THERMOPLASTIC.
- THE CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC ENGINEER AT (619) 435-1700 A MINIMUM OF 10 WORKING DAYS PRIOR TO AND UPON COMPLETION OF STRIPING AND SIGNING.

CONSTRUCTION NOTES

- HYDROBLAST EXISTING THERMOPLASTIC YELLOW CONTINENTAL CROSSWALK.
- INSTALL THERMOPLASTIC YELLOW CONTINENTAL CROSSWALK PER SOW-16.
- HYDROBLAST EXISTING TRAFFIC STRIPE.
- INSTALL THERMOPLASTIC WHITE LANE LINE PER SOW-16.
- REMOVE AND REINSTALL TRAFFIC SIGNS (MAINTAIN 48" HORIZONTAL CLEARANCE AND 84" VERTICAL CLEARANCE AROUND OBJECTS).
- INSTALL CONTINENTAL PER CA MUTED FIGURES 3A-10(C) THROUGH 3A-13 (CA).
- INSTALL 24" PAL ROAD STOP LINE PER CA MUTED.

SIGNS THIS SHEET
N.T.S.

SCALE 1"=10'

PLANS FOR THE CONSTRUCTION OF HOWARD AVE - VILLAGE PINE TO IRIS SIDEWALK

STRIPING AND SIGNING PLAN

CITY OF SAN DIEGO, CALIFORNIA

PROJECT NO. 18-009

PROJECT NAME: HOWARD AVE - VILLAGE PINE TO IRIS SIDEWALK

PROJECT LOCATION: VILLAGE PINE TO IRIS SIDEWALK

PROJECT DATE: 10/14/2018

PROJECT STATUS: 100% COMPLETE

PROJECT NUMBER: 41469-06-D

Alignment: TOC - 1						
POINT	STATION	NORTHING (Y)	EASTING (X)	ELEMENT	BRG/DELTA	DIST/LENGTH
POB	9+89.87	1787546.51	6310043.15	STRAIGHT	N 2°13'48" W	D = 5.84
PI	9+95.51	1787552.15	6310042.93	STRAIGHT	N 1°00'58" W	D = 4.49
PI	10+00.00	1787556.64	6310042.85	STRAIGHT	N 0°57'45" E	D = 8.16
PI	10+08.16	1787564.79	6310042.98	STRAIGHT	N 0°57'45" E	D = 0.56
PC	10+08.72	1787565.35	6310042.99	R = +20.00	Δ = 9°25'15" LT	L = 3.29
PT	10+12.01	1787568.63	6310042.78	STRAIGHT	N 8°27'30" W	D = 42.64
PC	10+54.65	1787610.81	6310036.51	R = +20.00	Δ = 8°54'50" RT	L = 3.11
PT	10+57.76	1787613.91	6310036.29	STRAIGHT	N 0°27'21" E	D = 182.53
PC	12+40.29	1787796.43	6310037.74	R = +30.00	Δ = 90°21'36" RT	L = 47.31
PT	12+87.60	1787826.19	6310066.17	STRAIGHT	S 89°11'03" E	D = 39.39
POE	13+26.99	1787825.63	6310107.55			

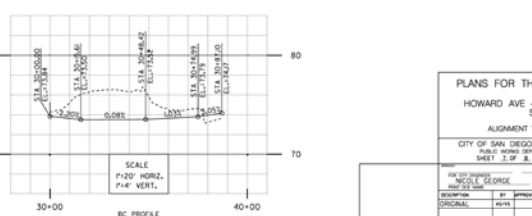
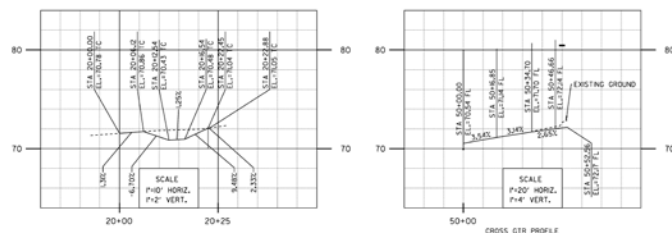
Alignment: SE CURB						
POINT	STATION	NORTHING (Y)	EASTING (X)	ELEMENT	BRG/DELTA	DIST/LENGTH
POB	20+00.00	1787816.57	6309966.97	STRAIGHT	S 89°18'55" E	D = 2.30
PI	20+02.30	1787816.54	6309969.27	STRAIGHT	S 88°05'31" E	D = 8.68
PI	20+10.99	1787816.25	6309977.95	STRAIGHT	S 80°46'14" E	D = 0.43
PI	20+11.42	1787816.25	6309977.95	STRAIGHT	S 80°46'14" E	D = 3.53
PI	20+14.95	1787815.69	6309981.44	STRAIGHT	S 75°43'10" E	D = 1.72
PI	20+16.67	1787815.26	6309983.11	STRAIGHT	S 71°11'11" E	D = 2.55
PI	20+19.23	1787814.44	6309985.52	STRAIGHT	S 65°27'23" E	D = 2.53
PI	20+21.76	1787813.39	6309987.83	STRAIGHT	S 61°01'16" E	D = 1.12
POE	20+22.88	1787812.84	6309988.81			

Alignment: Howard CL						
POINT	STATION	NORTHING (Y)	EASTING (X)	ELEMENT	BRG/DELTA	DIST/LENGTH
POB	0+00.00	1787507.89	6310022.45	STRAIGHT	N 0°27'21" E	D = 98.61
PI	0+08.61	1787506.50	6310023.33	STRAIGHT	N 0°27'21" E	D = 229.41
POE	3+28.02	1787835.91	6310025.06			

Alignment: Iris CL						
POINT	STATION	NORTHING (Y)	EASTING (X)	ELEMENT	BRG/DELTA	DIST/LENGTH
POB	0+00.00	1787836.31	6309952.04	STRAIGHT	S 89°40'54" E	D = 77.01
PI	0+77.01	1787835.89	6310029.06	STRAIGHT	S 89°40'54" E	D = 109.77
POE	1+86.78	1787835.28	6310138.82			

Alignment: BC						
POINT	STATION	NORTHING (Y)	EASTING (X)	ELEMENT	BRG/DELTA	DIST/LENGTH
PC	30+00.00	1787781.30	6310042.82	R = +40.00	Δ = 90°21'36" RT	L = 63.08
PT	30+43.08	1787820.97	6310083.19	STRAIGHT	S 89°11'03" E	D = 15.28
PI	30+78.36	1787820.76	6310098.47	STRAIGHT	S 87°11'15" E	D = 8.74
POE	30+87.10	1787820.33	6310107.20			

Alignment: CROSS STR						
POINT	STATION	NORTHING (Y)	EASTING (X)	ELEMENT	BRG/DELTA	DIST/LENGTH
POB	50+00.00	1787813.17	6309989.34	STRAIGHT	N 89°30'25" E	D = 16.95
PI	50+16.85	1787813.31	6310006.19	STRAIGHT	S 89°20'08" E	D = 17.85
PI	50+34.70	1787813.11	6310024.04	STRAIGHT	S 89°20'08" E	D = 17.85
POE	50+52.56	1787812.90	6310041.89			



PLANS FOR THE CONSTRUCTION OF HOWARD AVE - VILLAGE PINE TO IRIS SIDEWALK																																																																
ALIGNMENT TABLES AND PROFILES																																																																
CITY OF SAN DIEGO, CALIFORNIA																																																																
PUBLIC WORKS DEPARTMENT																																																																
SHEET 2 OF 8 SHEETS																																																																
<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td>1</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>2</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>3</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>4</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>5</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>6</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>7</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>8</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>9</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>10</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> </table>										NO.	DESCRIPTION	BY	DATE	REVISION	1	DESIGNED	BARRE	10/1/07		2	DESIGNED	BARRE	10/1/07		3	DESIGNED	BARRE	10/1/07		4	DESIGNED	BARRE	10/1/07		5	DESIGNED	BARRE	10/1/07		6	DESIGNED	BARRE	10/1/07		7	DESIGNED	BARRE	10/1/07		8	DESIGNED	BARRE	10/1/07		9	DESIGNED	BARRE	10/1/07		10	DESIGNED	BARRE	10/1/07	
NO.	DESCRIPTION	BY	DATE	REVISION																																																												
1	DESIGNED	BARRE	10/1/07																																																													
2	DESIGNED	BARRE	10/1/07																																																													
3	DESIGNED	BARRE	10/1/07																																																													
4	DESIGNED	BARRE	10/1/07																																																													
5	DESIGNED	BARRE	10/1/07																																																													
6	DESIGNED	BARRE	10/1/07																																																													
7	DESIGNED	BARRE	10/1/07																																																													
8	DESIGNED	BARRE	10/1/07																																																													
9	DESIGNED	BARRE	10/1/07																																																													
10	DESIGNED	BARRE	10/1/07																																																													
<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td>1</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>2</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>3</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>4</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>5</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>6</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>7</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>8</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>9</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>10</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> </table>										NO.	DESCRIPTION	BY	DATE	REVISION	1	DESIGNED	BARRE	10/1/07		2	DESIGNED	BARRE	10/1/07		3	DESIGNED	BARRE	10/1/07		4	DESIGNED	BARRE	10/1/07		5	DESIGNED	BARRE	10/1/07		6	DESIGNED	BARRE	10/1/07		7	DESIGNED	BARRE	10/1/07		8	DESIGNED	BARRE	10/1/07		9	DESIGNED	BARRE	10/1/07		10	DESIGNED	BARRE	10/1/07	
NO.	DESCRIPTION	BY	DATE	REVISION																																																												
1	DESIGNED	BARRE	10/1/07																																																													
2	DESIGNED	BARRE	10/1/07																																																													
3	DESIGNED	BARRE	10/1/07																																																													
4	DESIGNED	BARRE	10/1/07																																																													
5	DESIGNED	BARRE	10/1/07																																																													
6	DESIGNED	BARRE	10/1/07																																																													
7	DESIGNED	BARRE	10/1/07																																																													
8	DESIGNED	BARRE	10/1/07																																																													
9	DESIGNED	BARRE	10/1/07																																																													
10	DESIGNED	BARRE	10/1/07																																																													
<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td>1</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>2</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>3</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>4</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>5</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>6</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>7</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>8</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>9</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>10</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> </table>										NO.	DESCRIPTION	BY	DATE	REVISION	1	DESIGNED	BARRE	10/1/07		2	DESIGNED	BARRE	10/1/07		3	DESIGNED	BARRE	10/1/07		4	DESIGNED	BARRE	10/1/07		5	DESIGNED	BARRE	10/1/07		6	DESIGNED	BARRE	10/1/07		7	DESIGNED	BARRE	10/1/07		8	DESIGNED	BARRE	10/1/07		9	DESIGNED	BARRE	10/1/07		10	DESIGNED	BARRE	10/1/07	
NO.	DESCRIPTION	BY	DATE	REVISION																																																												
1	DESIGNED	BARRE	10/1/07																																																													
2	DESIGNED	BARRE	10/1/07																																																													
3	DESIGNED	BARRE	10/1/07																																																													
4	DESIGNED	BARRE	10/1/07																																																													
5	DESIGNED	BARRE	10/1/07																																																													
6	DESIGNED	BARRE	10/1/07																																																													
7	DESIGNED	BARRE	10/1/07																																																													
8	DESIGNED	BARRE	10/1/07																																																													
9	DESIGNED	BARRE	10/1/07																																																													
10	DESIGNED	BARRE	10/1/07																																																													
<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td>1</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>2</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>3</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>4</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>5</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>6</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>7</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>8</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>9</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>10</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> </table>										NO.	DESCRIPTION	BY	DATE	REVISION	1	DESIGNED	BARRE	10/1/07		2	DESIGNED	BARRE	10/1/07		3	DESIGNED	BARRE	10/1/07		4	DESIGNED	BARRE	10/1/07		5	DESIGNED	BARRE	10/1/07		6	DESIGNED	BARRE	10/1/07		7	DESIGNED	BARRE	10/1/07		8	DESIGNED	BARRE	10/1/07		9	DESIGNED	BARRE	10/1/07		10	DESIGNED	BARRE	10/1/07	
NO.	DESCRIPTION	BY	DATE	REVISION																																																												
1	DESIGNED	BARRE	10/1/07																																																													
2	DESIGNED	BARRE	10/1/07																																																													
3	DESIGNED	BARRE	10/1/07																																																													
4	DESIGNED	BARRE	10/1/07																																																													
5	DESIGNED	BARRE	10/1/07																																																													
6	DESIGNED	BARRE	10/1/07																																																													
7	DESIGNED	BARRE	10/1/07																																																													
8	DESIGNED	BARRE	10/1/07																																																													
9	DESIGNED	BARRE	10/1/07																																																													
10	DESIGNED	BARRE	10/1/07																																																													
<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td>1</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>2</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>3</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>4</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>5</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>6</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>7</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>8</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>9</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>10</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> </table>										NO.	DESCRIPTION	BY	DATE	REVISION	1	DESIGNED	BARRE	10/1/07		2	DESIGNED	BARRE	10/1/07		3	DESIGNED	BARRE	10/1/07		4	DESIGNED	BARRE	10/1/07		5	DESIGNED	BARRE	10/1/07		6	DESIGNED	BARRE	10/1/07		7	DESIGNED	BARRE	10/1/07		8	DESIGNED	BARRE	10/1/07		9	DESIGNED	BARRE	10/1/07		10	DESIGNED	BARRE	10/1/07	
NO.	DESCRIPTION	BY	DATE	REVISION																																																												
1	DESIGNED	BARRE	10/1/07																																																													
2	DESIGNED	BARRE	10/1/07																																																													
3	DESIGNED	BARRE	10/1/07																																																													
4	DESIGNED	BARRE	10/1/07																																																													
5	DESIGNED	BARRE	10/1/07																																																													
6	DESIGNED	BARRE	10/1/07																																																													
7	DESIGNED	BARRE	10/1/07																																																													
8	DESIGNED	BARRE	10/1/07																																																													
9	DESIGNED	BARRE	10/1/07																																																													
10	DESIGNED	BARRE	10/1/07																																																													
<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td>1</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>2</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>3</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>4</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>5</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>6</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>7</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>8</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>9</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>10</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> </table>										NO.	DESCRIPTION	BY	DATE	REVISION	1	DESIGNED	BARRE	10/1/07		2	DESIGNED	BARRE	10/1/07		3	DESIGNED	BARRE	10/1/07		4	DESIGNED	BARRE	10/1/07		5	DESIGNED	BARRE	10/1/07		6	DESIGNED	BARRE	10/1/07		7	DESIGNED	BARRE	10/1/07		8	DESIGNED	BARRE	10/1/07		9	DESIGNED	BARRE	10/1/07		10	DESIGNED	BARRE	10/1/07	
NO.	DESCRIPTION	BY	DATE	REVISION																																																												
1	DESIGNED	BARRE	10/1/07																																																													
2	DESIGNED	BARRE	10/1/07																																																													
3	DESIGNED	BARRE	10/1/07																																																													
4	DESIGNED	BARRE	10/1/07																																																													
5	DESIGNED	BARRE	10/1/07																																																													
6	DESIGNED	BARRE	10/1/07																																																													
7	DESIGNED	BARRE	10/1/07																																																													
8	DESIGNED	BARRE	10/1/07																																																													
9	DESIGNED	BARRE	10/1/07																																																													
10	DESIGNED	BARRE	10/1/07																																																													
<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td>1</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>2</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>3</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>4</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>5</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>6</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>7</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>8</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>9</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>10</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> </table>										NO.	DESCRIPTION	BY	DATE	REVISION	1	DESIGNED	BARRE	10/1/07		2	DESIGNED	BARRE	10/1/07		3	DESIGNED	BARRE	10/1/07		4	DESIGNED	BARRE	10/1/07		5	DESIGNED	BARRE	10/1/07		6	DESIGNED	BARRE	10/1/07		7	DESIGNED	BARRE	10/1/07		8	DESIGNED	BARRE	10/1/07		9	DESIGNED	BARRE	10/1/07		10	DESIGNED	BARRE	10/1/07	
NO.	DESCRIPTION	BY	DATE	REVISION																																																												
1	DESIGNED	BARRE	10/1/07																																																													
2	DESIGNED	BARRE	10/1/07																																																													
3	DESIGNED	BARRE	10/1/07																																																													
4	DESIGNED	BARRE	10/1/07																																																													
5	DESIGNED	BARRE	10/1/07																																																													
6	DESIGNED	BARRE	10/1/07																																																													
7	DESIGNED	BARRE	10/1/07																																																													
8	DESIGNED	BARRE	10/1/07																																																													
9	DESIGNED	BARRE	10/1/07																																																													
10	DESIGNED	BARRE	10/1/07																																																													
<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td>1</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>2</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>3</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>4</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>5</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>6</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>7</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>8</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>9</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>10</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> </table>										NO.	DESCRIPTION	BY	DATE	REVISION	1	DESIGNED	BARRE	10/1/07		2	DESIGNED	BARRE	10/1/07		3	DESIGNED	BARRE	10/1/07		4	DESIGNED	BARRE	10/1/07		5	DESIGNED	BARRE	10/1/07		6	DESIGNED	BARRE	10/1/07		7	DESIGNED	BARRE	10/1/07		8	DESIGNED	BARRE	10/1/07		9	DESIGNED	BARRE	10/1/07		10	DESIGNED	BARRE	10/1/07	
NO.	DESCRIPTION	BY	DATE	REVISION																																																												
1	DESIGNED	BARRE	10/1/07																																																													
2	DESIGNED	BARRE	10/1/07																																																													
3	DESIGNED	BARRE	10/1/07																																																													
4	DESIGNED	BARRE	10/1/07																																																													
5	DESIGNED	BARRE	10/1/07																																																													
6	DESIGNED	BARRE	10/1/07																																																													
7	DESIGNED	BARRE	10/1/07																																																													
8	DESIGNED	BARRE	10/1/07																																																													
9	DESIGNED	BARRE	10/1/07																																																													
10	DESIGNED	BARRE	10/1/07																																																													
<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td>1</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>2</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>3</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>4</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>5</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>6</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>7</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>8</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>9</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>10</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> </table>										NO.	DESCRIPTION	BY	DATE	REVISION	1	DESIGNED	BARRE	10/1/07		2	DESIGNED	BARRE	10/1/07		3	DESIGNED	BARRE	10/1/07		4	DESIGNED	BARRE	10/1/07		5	DESIGNED	BARRE	10/1/07		6	DESIGNED	BARRE	10/1/07		7	DESIGNED	BARRE	10/1/07		8	DESIGNED	BARRE	10/1/07		9	DESIGNED	BARRE	10/1/07		10	DESIGNED	BARRE	10/1/07	
NO.	DESCRIPTION	BY	DATE	REVISION																																																												
1	DESIGNED	BARRE	10/1/07																																																													
2	DESIGNED	BARRE	10/1/07																																																													
3	DESIGNED	BARRE	10/1/07																																																													
4	DESIGNED	BARRE	10/1/07																																																													
5	DESIGNED	BARRE	10/1/07																																																													
6	DESIGNED	BARRE	10/1/07																																																													
7	DESIGNED	BARRE	10/1/07																																																													
8	DESIGNED	BARRE	10/1/07																																																													
9	DESIGNED	BARRE	10/1/07																																																													
10	DESIGNED	BARRE	10/1/07																																																													
<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td>1</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>2</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>3</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>4</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>5</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>6</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>7</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>8</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>9</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>10</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> </table>										NO.	DESCRIPTION	BY	DATE	REVISION	1	DESIGNED	BARRE	10/1/07		2	DESIGNED	BARRE	10/1/07		3	DESIGNED	BARRE	10/1/07		4	DESIGNED	BARRE	10/1/07		5	DESIGNED	BARRE	10/1/07		6	DESIGNED	BARRE	10/1/07		7	DESIGNED	BARRE	10/1/07		8	DESIGNED	BARRE	10/1/07		9	DESIGNED	BARRE	10/1/07		10	DESIGNED	BARRE	10/1/07	
NO.	DESCRIPTION	BY	DATE	REVISION																																																												
1	DESIGNED	BARRE	10/1/07																																																													
2	DESIGNED	BARRE	10/1/07																																																													
3	DESIGNED	BARRE	10/1/07																																																													
4	DESIGNED	BARRE	10/1/07																																																													
5	DESIGNED	BARRE	10/1/07																																																													
6	DESIGNED	BARRE	10/1/07																																																													
7	DESIGNED	BARRE	10/1/07																																																													
8	DESIGNED	BARRE	10/1/07																																																													
9	DESIGNED	BARRE	10/1/07																																																													
10	DESIGNED	BARRE	10/1/07																																																													
<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td>1</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>2</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>3</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>4</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>5</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>6</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>7</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>8</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>9</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>10</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> </table>										NO.	DESCRIPTION	BY	DATE	REVISION	1	DESIGNED	BARRE	10/1/07		2	DESIGNED	BARRE	10/1/07		3	DESIGNED	BARRE	10/1/07		4	DESIGNED	BARRE	10/1/07		5	DESIGNED	BARRE	10/1/07		6	DESIGNED	BARRE	10/1/07		7	DESIGNED	BARRE	10/1/07		8	DESIGNED	BARRE	10/1/07		9	DESIGNED	BARRE	10/1/07		10	DESIGNED	BARRE	10/1/07	
NO.	DESCRIPTION	BY	DATE	REVISION																																																												
1	DESIGNED	BARRE	10/1/07																																																													
2	DESIGNED	BARRE	10/1/07																																																													
3	DESIGNED	BARRE	10/1/07																																																													
4	DESIGNED	BARRE	10/1/07																																																													
5	DESIGNED	BARRE	10/1/07																																																													
6	DESIGNED	BARRE	10/1/07																																																													
7	DESIGNED	BARRE	10/1/07																																																													
8	DESIGNED	BARRE	10/1/07																																																													
9	DESIGNED	BARRE	10/1/07																																																													
10	DESIGNED	BARRE	10/1/07																																																													
<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td>1</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>2</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>3</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>4</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>5</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>6</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>7</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>8</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>9</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>10</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> </table>										NO.	DESCRIPTION	BY	DATE	REVISION	1	DESIGNED	BARRE	10/1/07		2	DESIGNED	BARRE	10/1/07		3	DESIGNED	BARRE	10/1/07		4	DESIGNED	BARRE	10/1/07		5	DESIGNED	BARRE	10/1/07		6	DESIGNED	BARRE	10/1/07		7	DESIGNED	BARRE	10/1/07		8	DESIGNED	BARRE	10/1/07		9	DESIGNED	BARRE	10/1/07		10	DESIGNED	BARRE	10/1/07	
NO.	DESCRIPTION	BY	DATE	REVISION																																																												
1	DESIGNED	BARRE	10/1/07																																																													
2	DESIGNED	BARRE	10/1/07																																																													
3	DESIGNED	BARRE	10/1/07																																																													
4	DESIGNED	BARRE	10/1/07																																																													
5	DESIGNED	BARRE	10/1/07																																																													
6	DESIGNED	BARRE	10/1/07																																																													
7	DESIGNED	BARRE	10/1/07																																																													
8	DESIGNED	BARRE	10/1/07																																																													
9	DESIGNED	BARRE	10/1/07																																																													
10	DESIGNED	BARRE	10/1/07																																																													
<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td>1</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>2</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>3</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>4</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>5</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>6</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>7</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>8</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>9</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>10</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> </table>										NO.	DESCRIPTION	BY	DATE	REVISION	1	DESIGNED	BARRE	10/1/07		2	DESIGNED	BARRE	10/1/07		3	DESIGNED	BARRE	10/1/07		4	DESIGNED	BARRE	10/1/07		5	DESIGNED	BARRE	10/1/07		6	DESIGNED	BARRE	10/1/07		7	DESIGNED	BARRE	10/1/07		8	DESIGNED	BARRE	10/1/07		9	DESIGNED	BARRE	10/1/07		10	DESIGNED	BARRE	10/1/07	
NO.	DESCRIPTION	BY	DATE	REVISION																																																												
1	DESIGNED	BARRE	10/1/07																																																													
2	DESIGNED	BARRE	10/1/07																																																													
3	DESIGNED	BARRE	10/1/07																																																													
4	DESIGNED	BARRE	10/1/07																																																													
5	DESIGNED	BARRE	10/1/07																																																													
6	DESIGNED	BARRE	10/1/07																																																													
7	DESIGNED	BARRE	10/1/07																																																													
8	DESIGNED	BARRE	10/1/07																																																													
9	DESIGNED	BARRE	10/1/07																																																													
10	DESIGNED	BARRE	10/1/07																																																													
<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td>1</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>2</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>3</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>4</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>5</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>6</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>7</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>8</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>9</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>10</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> </table>										NO.	DESCRIPTION	BY	DATE	REVISION	1	DESIGNED	BARRE	10/1/07		2	DESIGNED	BARRE	10/1/07		3	DESIGNED	BARRE	10/1/07		4	DESIGNED	BARRE	10/1/07		5	DESIGNED	BARRE	10/1/07		6	DESIGNED	BARRE	10/1/07		7	DESIGNED	BARRE	10/1/07		8	DESIGNED	BARRE	10/1/07		9	DESIGNED	BARRE	10/1/07		10	DESIGNED	BARRE	10/1/07	
NO.	DESCRIPTION	BY	DATE	REVISION																																																												
1	DESIGNED	BARRE	10/1/07																																																													
2	DESIGNED	BARRE	10/1/07																																																													
3	DESIGNED	BARRE	10/1/07																																																													
4	DESIGNED	BARRE	10/1/07																																																													
5	DESIGNED	BARRE	10/1/07																																																													
6	DESIGNED	BARRE	10/1/07																																																													
7	DESIGNED	BARRE	10/1/07																																																													
8	DESIGNED	BARRE	10/1/07																																																													
9	DESIGNED	BARRE	10/1/07																																																													
10	DESIGNED	BARRE	10/1/07																																																													
<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td>1</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>2</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>3</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>4</td> <td>DESIGNED</td> <td>BARRE</td> <td>10/1/07</td> <td></td> </tr> <tr> <td>5</td> <td>DESIGNED</td></tr></table>										NO.	DESCRIPTION	BY	DATE	REVISION	1	DESIGNED	BARRE	10/1/07		2	DESIGNED	BARRE	10/1/07		3	DESIGNED	BARRE	10/1/07		4	DESIGNED	BARRE	10/1/07		5	DESIGNED																												
NO.	DESCRIPTION	BY	DATE	REVISION																																																												
1	DESIGNED	BARRE	10/1/07																																																													
2	DESIGNED	BARRE	10/1/07																																																													
3	DESIGNED	BARRE	10/1/07																																																													
4	DESIGNED	BARRE	10/1/07																																																													
5	DESIGNED																																																															

APPENDIX L
CALTRANS ENCROACHMENT PERMIT

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

Complete ALL fields, write "N/A" if not applicable. Type or print clearly.

This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

1. COUNTY San Diego		2. ROUTE CA-905	3. POST MILE SD 3.633	FOR CALTRANS USE TRACKING NO. DIST/CO/RTE/PM SIMPLEX STAMP DATE OF SIMPLEX STAMP
4. ADDRESS OR STREET NAME Route 905		5. CITY San Diego		
6. CROSS STREET (Distance and direction from project site) Howard Avenue				
7. WORK TO BE PERFORMED BY <input type="checkbox"/> APPLICANT <input checked="" type="checkbox"/> CONTRACTOR		8. IS THIS APPLICATION FOR THE CONTRACTOR'S (DOUBLE) PERMIT? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. If "YES", provide the Parent Permit Number		
9. ESTIMATE START DATE March 2022		10. ESTIMATED COMPLETION DATE October 2022		
11. ESTIMATED NUMBER OF WORKING DAYS WITHIN STATE HIGHWAY RIGHT-OF-WAY 130				
12. ESTIMATED CONSTRUCTION COSTS WITHIN STATE HIGHWAY RIGHT-OF-WAY \$5,000				
13. HAS THE PROJECT BEEN REVIEWED BY ANOTHER CALTRANS BRANCH? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. If "YES", which branch?				
14. FUNDING SOURCE(S) <input checked="" type="checkbox"/> FEDERAL <input checked="" type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL <input type="checkbox"/> PRIVATE <input type="checkbox"/> SB 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017)				
15. CALTRANS PROJECT CODE (ID) N/A		16. APPLICANT'S REFERENCE / UTILITY WORK ORDER NUMBER N/A		

17. DESCRIBE WORK TO BE DONE WITHIN STATE HIGHWAY RIGHT-OF-WAY (in 20 lines or less)

Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, traffic control plans, etc.

The project proposes to install new concrete sidewalk on the east side of Howard Avenue between Iris Avenue and Village Pine. The project will construct approximately 340 linear feet (LF) of Portland concrete cement (PCC) sidewalk (5 feet wide) and include new curb ramps, traffic striping and signal modifications, and other associated improvements. The southern end of the project will be encroaching an approximate area of 120 square feet into State dedicated right-of-way to accommodate the new sidewalk, curb, gutter, and a portion of a new curb ramp. Approximately 12 linear feet of sidewalk and one curb ramp is within state right of way. Additionally, traffic control devices (cones and signage) will be utilized within Caltrans R/W per the standard plan T-32 which yields approximately 40 linear feet of taper length and 250 linear feet of advance warning sign spacing.

Items included:

1. TR-0100 Encroachment Permit Application
2. TR-0416 Checklist
3. Final Plans
4. Revegetation Plans
5. T-32 Standard Plan
6. Signed Notice of Exemption (NOE)
7. TR-0405 Certification of Compliance with ADA
8. Contract Special Provisions on WPCP Requirements

18 (a). PORTION OF STATE HIGHWAY RIGHT-OF-WAY WHERE WORK IS BEING PROPOSED (check all that apply)

- ☒ Traffic lane ☒ Shoulder ☒ Sidewalk ☐ Median ☐ At or near an intersection ☐ Mobile work
- ☐ Outside of the shoulder, _____ feet from edge of pavement ☐ Other _____

18 (b). PROPOSED TRAFFIC CONTROL PLANS AND METHOD

- ☐ No traffic control needed ☒ State Standard Plans (T-Sheets) # T-32
- ☐ Project specific Traffic Control Plans included ☐ To be submitted by contractor

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

19. EXCAVATION	MAX. DEPTH (in) 12	MIN. DEPTH (in) 4	AVG. WIDTH (in) 96	LENGTH (ft) 15.5	SURFACE TYPE (e.g. Asphalt, concrete, soil, etc.) Asphalt and concrete
20. PIPES	PRODUCT BEING TRANSPORTED N/A	CARRIER PIPE DIAMETER N/A (in.) MATERIAL N/A	CASING PIPE DIAMETER N/A (in.) MATERIAL N/A		
PROPOSED INSTALLATION METHOD (e.g. HDD, Bore & Jack, Open Cut, etc.) N/A					VOLTAGE / PSIG N/A

DOES THE PROPOSED PROJECT INVOLVE THE REPLACEMENT AND/OR ABANDONMENT OF AN EXISTING FACILITY?

☒ NO ☐ YES. If "YES", provide a description

21. IS A CITY, COUNTY OR OTHER PUBLIC AGENCY INVOLVED IN THE APPROVAL OF THIS PROJECT?

☒ YES (if "YES", check the type of project AND attach the environmental documentation and conditions of approval)☐ COMMERCIAL DEVELOPMENT ☐ BUILDING ☐ GRADING ☐ OTHER☒ CATEGORICALLY EXEMPT ☐ NEGATIVE DECLARATION ☐ ENVIRONMENTAL IMPACT REPORT ☐ OTHER☐ NO (if "NO", check the category below which best describes the project AND answer questions A-K)☐ DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION,
MAINTENANCE OR RESURFACING☐ FENCE ☐ EROSION CONTROL☐ PUBLIC UTILITY MODIFICATION, EXTENSIONS, HOOKUPS☐ MAILBOX ☐ LANDSCAPING☐ FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS ☐ OTHER**The following questions must be answered when a City, County or other public agency IS NOT involved in the approval of this project.**

Your answers to these questions will assist Caltrans staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit. It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.).

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?

N/A

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the proposed project?

N/A

C. Is the proposed project located within five miles of the coast line?

N/A

D. Will the proposed project generate construction noise levels greater than 86 decibels (dBA) (e.g. Jack-hammering, pile driving)?

N/A

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

N/A

F. Are there any recreational trails or paths within the limits of the proposed project?

N/A

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?

N/A

H. Will the proposed project impact access to any businesses or residences?

N/A

I. Will the proposed project impact any existing public utilities or public services?

N/A

J. Will the proposed project impact any existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?

N/A

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?

N/A

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

22. Will the proposed project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? ☐ YES ☒ NO (if "YES", provide a description)
N/A

23. Will the proposed project be on an existing State Highway or street where the activity involves removal of a scenic resource? (e.g. A significant tree or stand of trees, a rock outcropping or a historic building) ☐ YES ☒ NO (if "YES", provide a description)
N/A

24. Is work being done on the applicant's property in addition to State Highway right-of-way? ☒ YES ☐ NO
(If "YES", attach 6 complete sets of site and grading plans)

25. Will the proposed project require the disturbance of soil? ☒ YES ☐ NO

If "YES", estimate the area of disturbed soil within State Highway right-of-way in acres: 0.0004

and estimate the area of disturbed soil outside State Highway right-of-way in acres: 0.086

26. Will the proposed project require dewatering? ☐ YES ☒ NO

If "YES", estimate Total gallons AND gallons/month. _____ (Total gallons) AND _____ (gallons/month)

SOURCE*: ☐ STORMWATER ☐ NON-STORMWATER

(*See Caltrans SWMP for definition of non-storm water discharge: <http://www.dot.ca.gov/env/stormwater/>)

27. How will any storm water or ground water be disposed?

☒ Storm Drain System ☐ Combined Sewer / Stormwater System ☐ Stormwater Retention Basin ☐ N/A

☐ Other (explain) _____

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant's submission of this application to the California Department of Transportation constitutes the applicant's agreement and representation that the work or other activity contemplated by the encroachment permit application shall comply with all applicable standards, specifications, policies, requirements, conditions, and regulations of the California Department of Transportation, and the applicant understands the application may be denied if there is non-compliance with any of the above. An exception process exists and may result in approval of a non-compliant encroachment, in the discretion of the California Department of Transportation, but the exception process may require additional time to complete. The applicant understands and agrees all work or other activity contemplated by the encroachment permit application is subject to inspection and oversight by the California Department of Transportation. The applicant understands and agrees encroachment permit fees must still be paid if an application is withdrawn or denied. The applicant understands a denial may be appealed, in accordance with California Streets and Highways Code, Section 671.5, and the related regulations found in California Code of Regulations, Title 21, Division 2, Chapter 8, Article 2.

The applicant understands and agrees that immediately upon issuance of the encroachment permit the applicant is bound by, subject to, and must comply with the "Encroachment Permit General Provisions" (TR-0045), "Stormwater Special Provisions" (TR-0400) and any other applicable Special Provisions and Conditions of the encroachment permit. The "Encroachment Permit General Provisions" (TR-0045), and the Stormwater Special Provisions (TR-0400) are available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix_K_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_K_(WEB).pdf). If a paper copy is needed of the "Encroachment Permit General Provisions" (TR-0045) and/or "Stormwater Special Provisions" (TR-0400), please contact the District Office of Encroachment Permits. Their contact information is available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_(WEB).pdf). The "Encroachment Permit General Provisions" (TR-0045) and any other applicable Special Provisions and Conditions will be provided as part of the encroachment permit. Information about Stormwater requirements is available at the Internet address: <http://www.dot.ca.gov/hq/construc/stormwater/>.

The applicant understands an encroachment permit may be denied, revoked, and/or a bond may be required, for non-payment of prior or present encroachment permit fees. An encroachment permit is not a property right and does not transfer with the property to a new owner. Each of the persons purporting to execute this application on behalf of the applicant and/or on behalf of the applicant's authorized agent or engineer represents and warrants such person has full and complete legal authority to do so and to thereby bind applicant to the terms and conditions herein and to the terms and/or conditions of the encroachment permit. Applicant understands and agrees this application may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this application and/or its counterparts may be reproduced and/or exchanged by copy machine, mailing, facsimile, or electronic means (such as e-mail), and such copies shall be deemed to be effective as originals.

28. NAME OF APPLICANT (Project or Property Owner or Organization)

Alejandra Gonzalez, City of San Diego

ADDRESS OF APPLICANT (Include City, State and Zip Code)

525 B Street, Suite 750, MS 908A, San Diego, CA 92101

E-MAIL ADDRESS

525 B Street, Suite 750, MS 908A, San Diego, CA 92101

PHONE NUMBER

619-533-5155

FAX NUMBER

N/A

29. NAME OF AUTHORIZED AGENT / ENGINEER

(A "Letter of Authorization" is required if different from #28)

N/A

IS A LETTER OF AUTHORIZATION ATTACHED?☐ YES ☐ NO**ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City, State and Zip Code)**

N/A

E-MAIL ADDRESS

N/A

PHONE NUMBER

N/A

FAX NUMBER

N/A

30. NAME OF BILLING CONTACT (Same as #28 ☒ Same as #29 ☐)

N/A

BILLING ADDRESS WHERE INVOICE(S) IS / ARE TO BE MAILED (Include City, State and Zip Code)

N/A

E-MAIL ADDRESS

N/A

PHONE NUMBER

N/A

FAX NUMBER

N/A

* I hereby certify under penalty of perjury under the laws of the State of California that the information in this application and any document submitted with or in support of this application are true and correct to the best of my knowledge and belief, and that copies of any documents submitted with or in support of this application are true and correct copies of unaltered original documents. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a crime and subjected to fine or imprisonment, or both fine and imprisonment. (Penal Code Section 72)

31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT***32. PRINT OR TYPE NAME**

Alejandra Gonzalez

33. TITLE

Project Manager

34. DATE

1/10/2022

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

NOTES:

1. Only signs related to pedestrians are shown. For all other signs see appropriate T-sheets.
2. Barricades closing sidewalk shall cover the full width of the sidewalk. Use R9-11 sign when there are destination points between the detour and the work area. Locate the R9-11 sign to allow pedestrian access.
3. Advance warning sign is not required if the work area is within the limits of a larger work zone. Sign shall be equipped with at least two flags for daytime closure. Each flag shall be orange or fluorescent red-orange in color.

NOTES:

See Standard Plan T9 for tables.

Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1 unless X, Y, or Z cone spacing is shown on this sheet.

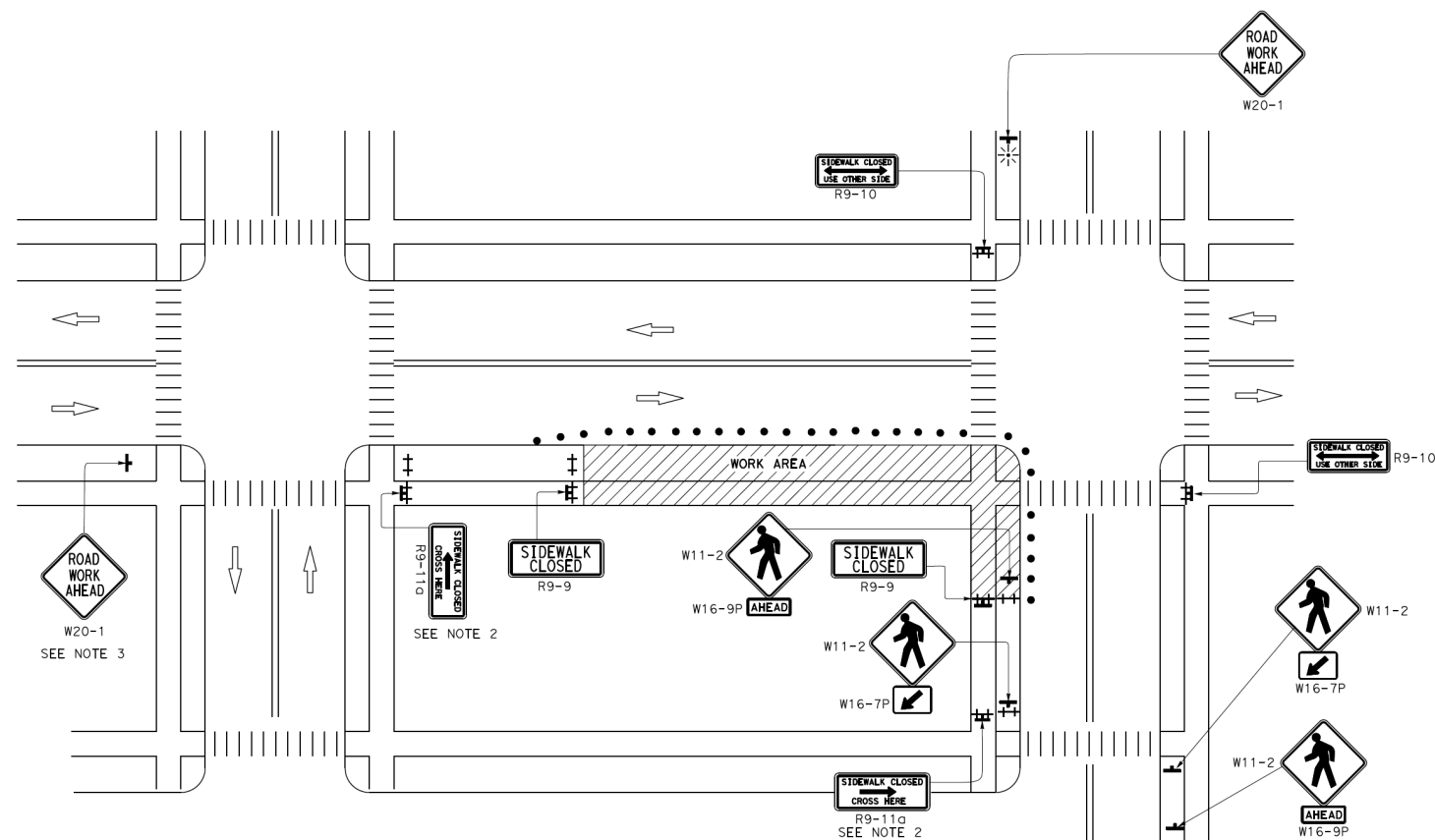
Dist	COUNTY	ROUTE	POST MILES	SHEET	TOTAL
			TOTAL PROJECT	NO.	SHEETS

Atifa Ferrouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

Atifa Ferrouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA



LEGEND:

- † BARRICADE
- TRAFFIC CONE
- ✱ PORTABLE FLASHING BEACON
- † TEMPORARY TRAFFIC CONTROL SIGN
- † TEMPORARY TRAFFIC CONTROL SIGN ON BARRICADE

SIGN PANEL SIZE (Min)

SIGN DESIGNATION	SIGN OR PLAQUE	SIGN SIZE
R9-9	SIDEWALK CLOSED	24" x 12"
R9-10	SIDEWALK CLOSED USE OTHER SIDE	24" x 12"
R9-11	SIDEWALK CLOSED AHEAD CROSS HERE	24" x 18"
R9-11a	SIDEWALK CLOSED CROSS HERE	24" x 12"
W11-2	PEDESTRIAN	36" x 36"
W16-7P	DIAGONAL DOWNWARD POINTING ARROW (PLAQUE)	24" x 12"
W16-9P	AHEAD (PLAQUE)	24" x 12"
W20-1	ROAD WORK AHEAD	36" x 36"

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TEMPORARY PEDESTRIAN ACCESS ROUTES TYPICAL SIDEWALK/CROSSWALK CLOSURE AND PEDESTRIAN DETOUR

NO SCALE

T32

2018 STANDARD PLAN T32

1-29-18

CERTIFICATION OF COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

TR-0405 (REV 03/2015)

Permit No.

Dist/Co/Rte/PM

11/SD/CA-905/3.633

Encroachment permit projects that create, alter, or affect pedestrian facilities are required to be designed and constructed in accordance with the policies and standards in the current Design Information Bulletin 82 (DIB 82). Certification of compliance must be submitted by the permittee or permittee's authorized representative prior to the issuance of an encroachment permit or rider AND after construction is completed. DIB 82 can be found at:

<http://www.dot.ca.gov/hq/oppd/dib/dibprg.htm>

A separate TR-0405 form must be used for the Design and Post Construction Certifications. A California Licensed Professional Engineer, Licensed Architect or Licensed Landscape Architect's Stamp* is required except when (1) an authorized utility company representative or (2) an authorized Caltrans representative signs the form (at the discretion of the District Permit Engineer).

Design Certification (prior to issuance of encroachment permit)

- ☒ I, Nicole George a California Licensed Professional Engineer, Licensed Architect or Licensed Landscape Architect, do hereby certify that:
- ☐ I, _____ an authorized Caltrans representative, do hereby certify that:
- ☐ I, _____ an authorized representative of _____ (utility company only) do certify that:

☒ This project has been designed in accordance with DIB 82.

☐ An approved Exception to Accessibility Design Standards is attached.

SIGNATURE

TITLE

DATE

Deputy City Engineer

11/23/2021

Post Construction Certification

- ☐ I, _____ a California Licensed Professional Engineer, Licensed Architect or Licensed Landscape Architect, do hereby certify that:
- ☐ I, _____ an authorized Caltrans representative, do hereby certify that:
- ☐ I, _____ an authorized representative of _____ (utility company only) do certify that:

☐ This project has been constructed in accordance with DIB 82.

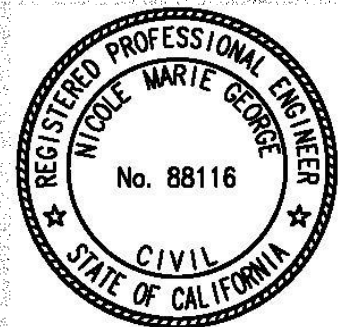
☐ An approved Exception to Accessibility Design Standards is attached.

SIGNATURE

TITLE

DATE

CA. LICENSED PROFESSIONAL ENGINEER, LICENSED ARCHITECT OR LICENSED LANDSCAPE ARCHITECT'S STAMP



I attest to the technical information contained herein and have judged the qualifications of all technical specialists providing engineering data upon which recommendations, conclusions, and decisions were based.

*A Licensed Architect or Licensed Landscape Architect may prepare this document and sign and seal it in lieu of a Registered Civil Engineer, provided the same Licensed Architect or Licensed Landscape Architect designed the on-site improvements. Use the seal of the appropriate licensed person in responsible charge.

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814. 193 | Page

ATTACHMENT F
RESERVED

ATTACHMENT G

CONTRACT AGREEMENT

ATTACHMENT G

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and _____, herein called "Contractor" for construction of **Howard Ave - Village Pine to Iris Sidewalk**; Bid No. **K-22-2050-DBB-2**; in the total amount _____ (\$ _____), which is comprised of the Base Bid.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Long-Term Maintenance and Monitoring Agreement.
 - (e) That certain documents entitled **Howard Ave - Village Pine to Iris Sidewalk**, on file in the office of the Purchasing & Contracting Department, Public Works Division as Document No. **B-18019**, 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 **Howard Ave - Village Pine to Iris Sidewalk**, Bid Number **K-22-2050-DBB-2**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By _____

By _____

Print Name: _____

Print Name: _____

Mayor or designee

Deputy City Attorney

Date: _____

Date: _____

CONTRACTOR

By _____

Print Name: _____

Title: _____

Date: _____

City of San Diego License No.: _____

State Contractor's License No.: _____

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____

CERTIFICATIONS AND FORMS

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

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

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.

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

COVID-19 VACCINATION ORDINANCE

CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego City Council Ordinance No. O-2022-53 Emergency Ordinance to Implement the City's Mandatory COVID-19 Vaccination Policy.

TERMS OF COMPLIANCE

The Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires ALL City of San Diego (City) contractors, who interact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. Contractors must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
4. Contractors must certify that members of their workforce, and subcontractors regardless of tier, who work at a City facility, are fully vaccinated and that the contractor has a program to track employee compliance.
5. Contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

AFFIDAVIT OF DISPOSAL

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

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

Howard Ave - Village Pine to Iris Sidewalk

Project Title

as particularly described in said contract and identified as Bid No. **K-22-2050-DBB-2**; WBS: **B-18019**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

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 & Capital Projects Department, CMFE Division

NOTICE OF MATERIALS TO BE USED

To: _____
Resident Engineer

Date: _____, 20____

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 – CONTROL OF MATERIALS 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

Signature of Supplier

Address

LIST OF SUBCONTRACTORS

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY*** SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION**

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions – General; Paragraph 2-3 Subcontracts, which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

- ① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY *** SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION**

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

ELECTRONICALLY SUBMITTED FORMS

FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.

PLANETBIDS WILL NOT ALLOW FOR BID SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS

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

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**
- E. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**
- F. LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE**
- G. DISCLOSURE OF LOBBYING ACTIVITIES**

BID BOND

See Instructions to Bidders, Bidder Guarantee of Good Faith (Bid Security)

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Principal,
and _____ as Surety, are held
and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum
of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under
the bidding schedule(s) of the OWNER's Contract Documents entitled

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in
the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of
agreement bound with said Contract Documents, furnishes the required certificates of insurance, and
furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and
void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by
said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit,
including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20____

(Principal) (SEAL)

(Surety) (SEAL)

By: _____
(Signature)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

Contractor Name: _____

Certified By _____ Title _____
Name

Signature Date _____

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form
BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title		Phone	Fax

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

* The precise nature of the interest includes:

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

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

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

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

*** Use Additional Pages if Necessary ***

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

Print Name, Title

Signature

Date

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

DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Effect OF DEBARMENT or suspension

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

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

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

Name	Title

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

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

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

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

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

Contractor Name: _____

Certified By _____ Title _____

Name

Date _____

Signature

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

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

Name	Title

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

Name	Title

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

Name	Title

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

Name	Title

Contractor Name: _____

Certified By _____ Title _____

Name

Date _____

Signature

USE ADDITIONAL FORMS AS NECESSARY*

**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 _____
proposed Subcontractor _____
, 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.

Company

By _____

Title

Date: _____

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.

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 _____

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.

LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE

In acknowledgment that funds received under this agreement have been provided pursuant to a Federal grant, recipient hereby recognizes the prohibitions against lobbying the Federal government with any of these funds. Recipient agrees that it shall comply with the laws set forth at 31 U.S.C. § 1352 (1989) and 24 C.F.R. part 87, to wit:

A. **Conditions on use of funds**

Recipient shall not expend any funds received pursuant to this agreement to pay any person to influence an officer or employee of Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following Covered Federal actions:

- (1) The awarding of any federal contract
- (2) The making of any Federal grant
- (3) The making of any Federal Loan
- (4) The entering into of any cooperative agreement
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

For purposes of defining the terms of this part of the agreement, the definitions set forth in 24 C.F.R. § 87.105 are hereby adopted and incorporated herein by reference.

B. **Certification and Disclosure**

Each recipient at every tier under this agreement shall file a certification regarding lobbying, and a Disclosure Form-LLL, where required by 24 C.F.R. § 87.110. The certification form and Disclosure Form-LLL are attached to this agreement.

C. **Certifications must be filed:**

- (1) By any person upon each submission that initiates agency consideration for an award of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or a Federal loan or loan guarantee exceeding \$150,000.
- (2) Upon receipt by any person of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or upon receipt of a Federal loan or loan guarantee exceeding \$150,000.
- (3) By any person who requests or receives from a person referred to in subsections 1 and 2 of this paragraph:
 - a. A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - b. A subgrant, contract or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - c. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000;
 - d. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement.

D. **Disclosure Forms-LLL** must be filed in every instance when a person applies for, requests, or receives Federal appropriations exceeding \$100,000 pursuant to a contract, subcontract, grant, subgrant, loan, or cooperative agreement when such person has paid or expects to pay any sum, in cash or in kind, to influence or attempt to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. Further, Disclosure Form-LLL must be filed by recipients at any tier at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects information submitted in prior disclosures. Such events include:

- (1) 1. An increase of \$25,000 in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
- (2) 2. A change in the person(s) influencing or attempting to influence a covered action;
- (3) 3. A change in the officer(s), employee(s), or member(s) contacted to influence a covered action.

All disclosure Forms-LLL, but not certifications, shall be forwarded from tier to tier until received by the principal recipient, which in turn will file them with the appropriate Federal agency.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing there port in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation 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 (item4) to the lobbying entity (item10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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 a. Grant b. Cooperative agreement c. Loan d. Loan guarantee e. Loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award		3. Report Type: <input type="checkbox"/> a. initial finding 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: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, M) (attach Continuation Sheet(s) SF-LLL4, if necessary)			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL4, if necessary)		
11. Amount of Payment (check all that apply) \$ _____ <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: _____		
12. Form of Payment (check all that apply) <input type="checkbox"/> a. cash <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: (attach Continuation Sheet(s) SF-LLLA, if necessary)					
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input 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: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-07)	

DISCLOSURE OF LOBBYING ACTIVITIES Approved by
CONTINUATION SHEET

OMB0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form