



CITY OF
LA MESA

JEWEL of the HILLS

CITY OF LA MESA
COUNTY OF SAN DIEGO
CALIFORNIA

Contract Documents and Specifications


EL CAJON BLVD AND JESSIE AVE TRAFFIC SAFETY IMPROVEMENTS


**HSIPL - 5207 (050)
(Federally Funded Project)**

BID NO. 23-01

**BID DATE: NOVEMBER 22, 2022
2:00 P. M.**

ELECTRONIC BIDS ONLY

PREPARED BY  DATE 9/22/22
Michael Kinnard, P.E.
Associate Engineer

APPROVED BY  DATE 9-22-2022
Michael Throne, P.E.
Director of Public Works/City Engineer

Dr. MARK ARAPOSTATHIS, Mayor
JACK SHU, Vice Mayor
BILL BABER, Councilmember
COLIN PARENT, Councilmember
LAURA LOTHIAN, Councilmember
GREG HUMORA, City Manager

EL CAJON BLVD AND JESSIE AVE TRAFFIC SAFETY IMPROVEMENTS
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NOTE: Material specifications are given in the Special Provisions

- * Items to be submitted by ALL BIDDERS
- ** Successful Bidder to complete upon award
- *** Successful Bidder to complete at project end
- **** Successful Bidder to complete with each payment request

NOTICE INVITING BIDS

Bids, uploaded to the City of La Mesa, via PlanetBids, will be received electronically until **2:00 P.M. on NOVEMBER 22, 2022**, at which time they will be publicly opened, for furnishing plant, labor, material, and equipment and performing all work required for:

EL CAJON BLVD AND JESSIE AVE TRAFFIC SAFETY IMPROVEMENTS PROJECT, Bid No. 23-01 in the City of La Mesa, County of San Diego, State of California, as shown on City of La Mesa Drawings No. 9325.01 through 9325.07 and according to the specifications.

OPINION OF PROBABLE CONSTRUCTION COST: The opinion of probable construction cost for this project is **\$438,000**.

Classification of valid contractor's license which the **Prime Contractor must have at the time of bid and contract award: A.**

No bid will be awarded to a Contractor who is not licensed in accordance with the provisions of Chapter 9, Division 3 of the Business and Professions Code.

The DBE goal for this federally funded project is 11.0%.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Plans, Specifications, Information for Bidders, Bid Bond form, Performance and Payment Bond Forms, Special Provisions, and Agreement Forms may be secured at no cost from our website: www.cityoflamesa.com at Bid Opportunities under Business, as well as bidholder lists and bid results.

All bids must be submitted electronically to PlanetBids at the prescribed upload location. It is the sole responsibility of the Bidder to see that his/her bid is received in proper time. Any bids received after the scheduled closing time for receipt of the bids will not be considered valid. See Information for Bidders and other contract documents for bidding procedure and other requirements of said bid.

The right is reserved by the City to reject any and all bids and to waive any irregularities or informalities in bids received.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry via PlanetBids only at least five (5) calendar days prior to bid opening. Any such inquiries or questions, after five (5) calendar days prior to bid opening is not permitted.

This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

Bids shall be made in accordance with the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of Industrial Relations pursuant to Labor Code Section 1770 et seq., a copy of which is on file with the City Engineer at 8130 Allison Avenue, La Mesa, in accordance with the provisions of Labor Code Section 1773.2, which prevailing hourly rate of wages is made a part of this notice by reference as though fully set forth herein. SEE STATE WEBSITE www.dir.ca.gov/OPRL/PWD/index.htm and scroll down to Current prevailing wage determinations. **This is a Federal-Aid project and Davis-Bacon Act will be enforced. The Federal Wage Rates are those determined by the Federal Department of Labor Relations. The Contractor is obligated to pay the higher of the two rates, State and Federal wage rates, if there is a difference. The wage rates may also be viewed at the FEDERAL WEBSITE: www.wdol.gov/dba/asp, select State of California and San Diego County.**

Contractors and subcontractors for a public works construction project shall comply with the requirements of SB 854 and Labor Code Section 1771.1(a).

A COPY OF THE PREVAILING WAGE RATES SHALL BE POSTED ON THE JOB SITE BY THE CONTRACTOR.

OVERTIME AND HOLIDAY WORK: Time and one-half for all overtime, except Sundays and holidays, which shall be double-time. The holidays upon which double time rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of workman employed on the project.

Payment of travel and subsistence payments to each workman needed to execute the work provided for herein shall be made, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Section 1773.8 of the Labor Code of the State of California.

In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, proper indentured apprentices may be employed in the prosecution of the work.

If the project requires the employment of workers in any apprentice-able craft or trade, once awarded, the Contractors or subcontractors must apply to the joint apprenticeship council unless already covered by local apprentice standards (Labor Code Section 1777.5).

Information relative to the number of apprentices, identifications, wages, hours of employment, and standards of working conditions shall be obtained from the Director of the Department of Industrial Relations, who is the Administrative Officer of the California Apprenticeship Council, P. O. Box 603, San Francisco, CA 94101.

The City Council of the City of La Mesa, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.R., Part 8), issued pursuant to such Act, hereby notifies

all Bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible Bidder without discrimination on the grounds of race, color, or national origin.

All bids will be compared on the basis of the BASE BID SCHEDULE PLUS ADDITIVE NO.1 pursuant to Public Contract Code 20103.8 (b).

The particular attention of prospective Bidders is hereby directed to the applicable sections in the specifications for full directions and requirements as to submittal of bids, bonds, insurance, and agreements.

DATED: SEPT 22, 2022

CITY OF LA MESA



Michael Throne, P.E.
Director of Public Works/City Engineer

INFORMATION FOR BIDDERS

1. PREPARATION OF BID FORM: The Owner invites bids on the form attached to be submitted at such time and place as is stated in the Notice Inviting Bids. All blanks in the Bid Form must be appropriately filled in and all prices must be stated in figures only. **The electronic Bid Schedule submitted on PlanetBids is considered the official bid pricing submittal.**

All bids must be submitted electronically via PlanetBids. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after scheduled closing time for receipt of the bids will not be accepted.

2. SIGNATURE: The bid must be signed and uploaded to PlanetBids with the name of the Bidder. The signature shall be in longhand form of the person(s) duly authorized to sign the bid. Following bid opening and identification of the apparent low bidder, all required bid documents bearing wet signatures shall be submitted to the City no later than three (3) business days after Bid Opening. Not complying with the aforementioned requirements may result in the rejection of the bid as being unresponsive.

3. MODIFICATIONS: Changes in or additions to the Bid Schedule recapitulations of the work bid upon, alternative proposals, or any other modifications of the Bid Schedule which are not specifically called for in the contract documents may result in the Owner's rejection of the bid as not being responsive to the invitation. No oral or telephonic modification of any bid submitted will be considered. A written modification by the Bidder may be considered only if it is posted on PlanetBids no less than five (5) days prior to the bid opening date.

- A. SUBSTITUTIONS: Pursuant to Public Contract Code Section 3400, unless a finding is made and described as required under §3400(c), if the contract contains specifications for bids (1) in a manner that limits the bidding, directly or indirectly, to any one specific concern, or (2) calls for a designated material, product, thing, or service by specific brand or trade name, the contractor shall have the right to propose any equal material, product thing or service as an "or equal" item. Any "or equal" request shall be submitted by contractor as a submittal, separate from the bid. A contractor seeking a proposed "or equal" item shall separately submit to the City at least five (5) working days prior to the bid opening an "or equal" proposal and provide all necessary data substantiating the proposal. Necessary data shall include all elements of both the specified item and substituted item, in the same units. Should the City require additional information, the contractor has one working day to provide a complete response, or his/her request for substitution shall be rejected. Acceptance or rejection of any "or equal" proposal, with all pertinent information provided is at the sole discretion of City. The use of an approved substitution shall not relieve contractor from its responsibility for compliance with all warranty obligations under the

contract, including the equivalent performance of the "or equal" product. The contractor using approved substitutions shall assume all extra costs caused by the use of such approved substitution.

4. ERASURES: The bid submitted must not contain any erasures, interlineations, or other corrections unless such correction is suitably authenticated by affixing, in the margin immediately opposite the correction, the surname or surnames of the person or persons signing the bid.
5. EXAMINATION OF SITE, DRAWINGS, ETC.: Each Bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the Plans and Specifications. The failure or omission of any Bidder to receive or examine any form, instrument, or other documents, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any Bidder from obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
6. WITHDRAWALS OF BIDS: Any Bidder may withdraw his bid prior to the opening of the bids through PlanetBids.
7. BONDS:
 - A. All bids shall be accompanied by an electronic copy (uploaded) of a cashier's or certified check in the amount of ten percent (10%) of the total maximum bid price payable without recourse to the City of La Mesa, or a Bid Bond in the same amount from a surety company authorized to issue surety bonds in the State of California ON THE FORM CONTAINED IN THE CONTRACT DOCUMENTS, as a guarantee that the Bidder will enter into a contract and execute a Performance and Payment Bond within ten (10) days after written notice of award of contract. The electronic copy will be uploaded to PlanetBids at time of bid submission. The hard copy with wet signatures will be required to be sent to the City by the apparent low bidder within two (2) business days following the bid opening.
 - B. Upon award of the contract, the successful Contractor shall furnish surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and shall furnish a separate bond in an amount at least equal to one hundred percent (100%) of the contract price as security for payment of all persons performing labor and furnishing materials in connection with this contract. The aforesaid bonds shall be in the forms contained in the contract documents.
 - C. All surety bonding companies shall be admitted to do business in the State of California, be authorized to transact surety insurance in the State of California, and must also have assets which exceed

their liabilities in an amount equal to or in excess of the amount of the bond.

8. PAYMENT OF WITHHELD FUNDS: Contractors may substitute securities for monies withheld by public agencies in accordance with Sections 10262, 10263, and 10264 of the Public Contract Code, including AB 2105.
9. INTERPRETATIONS OF PLANS AND DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other contract documents, or finds discrepancies in or omissions from the Plans or Specifications, he may submit to the Owner a written request for an interpretation or correction thereof. All requests shall be submitted through Planet Bids in the Question and Answer tab. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of contract documents will be made only by Addendum, duly issued, and a copy of such Addendum will be posted in PlanetBids. Registered bidders will notified of the issuance of the addendum by PlanetBids email system. The Owner will not be responsible for any other explanation or interpretations of the contract documents. No oral interpretations of any provision in the contract documents will be binding upon the Owner.
10. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal.
11. AWARD OF CONTRACT: The award of the contract, if made by the Owner, will be made to the lowest, responsive and responsible, qualified Bidder as the Owner shall determine, based on the BID SCHEDULE. The Owner shall determine whether a Bidder is qualified to perform the contract and what bid is the lowest and whether it is to the interest of the Owner to accept the bid. Award will be made only to the Contractor who is licensed under Chapter 9, Division 3 of the Business and Professions Code and to whom the contract documents have been issued. Classification of valid contractor's license which the Prime Contractor must have at the time of bid and contract award: A.

These plans and specifications are issued to the firm downloading them. They are not transferable. A contract will be awarded only to a firm that downloaded the bid package from the City's official website, PlanetBids.

Any contractor working on a federally funded or assisted project must be eligible to participate in the award of that contract. The contractor must not be listed in "List of Parties Excluded from Federal Procurement and Non-procurement Programs" by U.S. General Services Administration Office of Acquisition.

12. CONTRACT TIME: The Contractor shall begin work within fourteen (14) calendar days from the approved start date listed in the official notice to proceed and shall prosecute said work diligently to completion on or before the expiration of 25 working days from the approved start date listed in said notice. Material delays, shall be negotiated with City, after award, to extend working days.
13. LIQUIDATED DAMAGES: In case all the work, conditions and requirements of the contract are not completed within the number of working days as set forth in these specifications, liquidated damages of five hundred dollars (\$500.00) for each and every working day required in excess of the specified time shall be paid to the City of La Mesa.

The Contractor's attention is directed to Section 6-8, "Completion and Acceptance", and Section 6-9, "Liquidated Damages", of the Standard Specifications defining his responsibility with regard to completing the work within the time specified.

14. INSURANCE REQUIREMENTS FOR CONTRACTORS ON PUBLIC WORKS PROJECTS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENTLY SUCCESSFUL BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

ANY QUESTIONS REGARDING THE INSURANCE PROVISIONS OF THIS CONTRACT SHALL BE DIRECTED TO THE PROJECT MANAGER, MICHAEL KINNARD AT (619) 667-1155.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid. The insurance applies to the extent of, but not as a limitation to or in satisfaction of, the indemnity provisions.

Provisions of this Section are in addition to applicable provisions of the Standard Specifications for Public Works Construction, Section 7-3 "Insurance".

A. MINIMUM SCOPE OF INSURANCE

1. Coverage shall be at least as broad as:
 - a) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01).

CONTRACTOR TO INDICATE BASIS FOR COVERAGE "Occurrence" OR "Claims Made" ON BID FORM WHERE NOTED.

- b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto".
 - c) Workers' Compensation insurance as required by the State of California and employer's liability insurance.
2. Furthermore, coverage shall be provided for the following exposures:
- a) Premise(s) Operations
 - b) Owner's and Contractor's Protective
 - c) Blanket Contractual
 - d) Products/Completed Operations
 - e) Personal Injury
 - f) Contractual Liability
 - g) Broad Form Property
 - h) Work Performed for Others
 - i) Acts of Independent Contractors
3. In the event coverages are provided on a "Claims Made" basis, CONTRACTOR shall provide an extended reporting period ("tail") of not less than five (5) years after acceptance of this project by the CITY, as determined in Section 17 of the Special Conditions.

CONTRACTOR TO INCLUDE THE COST FOR THIS TYPE OF "TAIL" COVERAGE IN THE BID PRICE.

4. CONTRACTOR shall procure and maintain for the duration of the contract, and for five (5) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors.
5. Additional provisions, if applicable, are identified in the Special Conditions section.
6. CONTRACTOR shall name the following as the Certificate Holders:

City of La Mesa
8130 Allison Avenue
La Mesa, CA 91942

- B. MINIMUM LIMITS OF INSURANCE: Contractor shall maintain limits no less than:
- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage,

bodily injury (including death) and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000.00 per accident for bodily injury and property damage.
3. Workers' Compensation: Limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000.00 per accident for bodily injury or disease.

If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specific minimum limits of insurance and coverage shall be available to the CITY.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the CONTRACTOR shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects to the City, or any of their elected officials, officers, officials, employees, agents or volunteers, or the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

- C. OTHER INSURANCE PROVISIONS: The insurance policies are to contain, or be endorsed to contain, the following provisions:
 1. The City, or any of their elected officials, officers, officials, employees, agents or volunteers, are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the CONTRACTOR. The coverage shall contain no special limitations on the scope or protection afforded to the City, or any of their elected officials, officers, officials, employees, agents or volunteers. The following endorsement shall be made a part of each of the insurance policies specified above:

"The City of La Mesa, or any of their elected officials, officers, officials, employees, agents or volunteers are hereby added as additional insureds."

2. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the CITY.
 3. For any Excess Liability policy(ies), a sufficient endorsement shall be an identification on the Certificate of Insurance that the policy(ies) is (are) "following form."
 4. For any claims related to this project, the CONTRACTOR'S policies of insurance shall be endorsed so CONTRACTOR'S insurance shall be primary insurance as respects to the City, or any of their elected officials, officers, officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the City, or any of their elected officials, officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, or any of their elected officials, officers, officials, employees, agents or volunteers.
 6. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 7. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
 8. *Waiver of Subrogation* - CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by CONTRACTOR, its employees, agents and subcontractors.
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A-:VII and shall be on the List of Approved Surplus Line Insurers (LASLI),

preapproved carriers who have met the standards as set forth in California Insurance Code Section 1765.2. The CONTRACTOR may propose alternatives to these requirements, subject to approval by the City Risk Manager. See Special Conditions for bid and contract specific requirements, if any.

- E. VERIFICATION OF COVERAGE: CONTRACTOR shall provide the CITY with original certificates and amendatory endorsements, or copies of the applicable insurance language, affecting coverage required by this Section and any Special Conditions. The policies and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance provisions are to be met and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. Prior to receiving any payments pursuant to the agreement, CONTRACTOR shall cause verification of coverage to be filed with the CITY.

Certificates of Insurance shall not be accepted as substitutes for endorsements, as Certificates are required for information only. (CA Insurance Code Section 384.)

- F. SUBCONTRACTORS: CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that the City, or any of their elected officials, officers, officials, employees, agents or volunteers are additional insured on insurance required from subcontractors.
- G. CONTINUOUS COVERAGE: CONTRACTOR agrees that if CONTRACTOR does not keep such insurance in full force and effect, the CITY may take out the necessary insurance and pay the premium, and the CONTRACTOR shall repay the CITY immediately upon demand. Nothing herein serves to relieve the CONTRACTOR from obtaining and maintaining coverages as required by this Section.

15. BID PROTEST: Protests of Bid shall be received by the City no later than 4:00 p.m. on the third (3rd) working day following the Bid Opening. PROTESTS WILL NOT BE ACCEPTED AFTER THIS PERIOD.

Any such protest shall be submitted in writing. Protest documentation shall be submitted in an enclosed envelope with the project title, Bid No., and project manager's name clearly shown on the envelope.

Protest documentation shall be in a letter format that clearly states the reason(s) for the protest, and shall include any supportive documentation that justifies the protest. ADDITIONAL INFORMATION WILL NOT BE ACCEPTED AFTER THE PROTEST PERIOD.

16. COMPLIANCE TO STATE ASSEMBLY BILL 854 AND LABOR CODE SECTION 1771.1(A)

Contractors and subcontractors for a public works construction project shall comply with the requirements of SB 854 and Labor Code Section 1771.1(a). Failure to comply with this section will result in finding the bidder to be non-responsive.

Labor Code Section 1771.1(a) states:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to 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."

17. COMPLIANCE TO CALIFORNIA PUBLIC CONTRACT CODE § 9204. LEGISLATIVE FINDINGS AND COMPLETE PAYMENT OF CONTRACTORS FOR PUBLIC WORKS PROJECTS; CLAIMS PROCESS.

- a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- c) For purposes of this section:
 - 1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - i. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - ii. Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not

otherwise expressly provided or to which the claimant is not otherwise entitled.

- iii. Payment of an amount that is disputed by the public entity.
- 2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- d) "Public entity" means, without limitation, a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- e) "Public entity" shall not include the following:
 - 1) The Department of Water Resources as to any project under the jurisdiction of that department.
 - 2) The Department of Transportation as to any project under the jurisdiction of that department.
 - 3) The Department of Parks and Recreation as to any project under the jurisdiction of that department
 - 4) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - 5) The Military Department as to any project under the jurisdiction of that department.
 - 6) The Department of General Services as to all other projects.
 - 7) The High-Speed Rail Authority.
- f) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- g) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- h) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to

exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

i) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the

selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

- j) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- k) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- l) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

- m) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- n) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- o) This section applies to contracts entered into on or after January 1, 2017.
- p) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

18. RIGHT OF ENTRY PERMIT INSURANCE REQUIREMENTS (Required)

1. INSURANCE

Permittee is Awarded Contractor

Prior to beginning work, Permittee shall have provided MTS with satisfactory certification by a properly qualified representative of the Insurer(s) that the Permittee's insurance complies with this section.

Permittee shall include the MTS Document number, location and type of work being performed on all insurance-related correspondence.

Permittee shall name the following as the primary Certificate Holder:

San Diego Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

All policies required shall be issued by companies who are licensed to do business in the State of California and hold a current policyholder's alphabetic and financial-size category rating of not less than A-VI, in accordance with A.M. Best.

A. COVERAGE REQUIRED - ALL PERMITS

(1) Liability

a. Commercial General Liability. At all times during this contract and, with respect to Products and Completed Operations Liability, for 12 months following the acceptance of the work by MTS, Permittee agrees to maintain Commercial General Liability Insurance for bodily injury and property damage in an occurrence form and with insurance companies acceptable to MTS. Commercial General Liability Insurance must include coverage for the following:

- Premises/Operations Liability
- Per Project Aggregate
- Products/Completed Operations Liability
- No Explosion, Collapse, and Underground (XCU) exclusion
- Contractual Liability, with respect to this agreement
- Personal Injury Liability
- Broad Form Property Damage
- Independent Contractors

All such policies shall name in the endorsement as additional insureds the following entities including their directors, officers, agents, and employees as their interests may appear:

- San Diego Metropolitan Transit System (MTS)
- San Diego Trolley, Inc. (SDTI)
- San Diego Vintage Trolley, Inc. (SDVTI)
- San Diego and Arizona Eastern Railway (SD&AE)
- San Diego and Imperial Valley Railroad (SD&IV)
- San Diego Transit Corporation (SDTC)

b. Automobile Liability. At all times during this contract, Permittee agrees to maintain Automobile Liability Insurance for bodily injury and property damage including coverage for all owned, non-owned, and hired vehicles.

c. Workers' Compensation/Employer Liability. At all times during this contract, Permittee agrees to maintain Workers' Compensation and Employers' Liability Insurance in compliance with the applicable statutory requirements.

B. ADDITIONAL COVERAGES REQUIRED (AS INDICATED)

1. Railroad Protective

REQUIRED

Any exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass, or crossing must be deleted by endorsement from all policies. Purchase separate Railroad Protective Liability Policy as deemed necessary by MTS.

2. Primary and Non-Contributory Insurance

REQUIRED

Permittee agrees that all general liability coverages required under this insurance section are PRIMARY insurance and that any insurance of MTS, SDTI, SD&AE, SD&IV, and SDTC shall be excess and noncontributory (endorsement required).

C. MINIMUM POLICY LIMITS REQUIRED

Combined Single Limit (CSL)

Commercial General Liability (Per Occurrence)	\$5,000,000
General Aggregate	\$10,000,000
Automobile Liability	\$2,000,000
Worker's Compensation Employer's Liability	\$1,000,000

Additional Coverages (as indicated under Section B, Additional Coverages Required):

- B (1) Railroad Protective \$5,000,000 Per Occurrence / \$15,000,000 General Aggregate
- Pollution Liability \$1,000,000 Per Occurrence / \$2,000,000 General Aggregate

RESOLUTION NO. 12195

RESOLUTION ADOPTING AN AFFIRMATIVE ACTION PROGRAM FOR THE CITY OF LA MESA

-

BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, that an Affirmative Action Program for the City of La Mesa be adopted as follows:

SECTION 1. The La Mesa Affirmative Action Program shall require contractors who are awarded city contracts for construction, alteration, maintenance or demolition, when State law mandates advertising for bids, their subcontractors and suppliers, to take affirmative action to improve employment of racial and ethnic minorities in the construction industry.

In order to comply with this Resolution each contractor awarded a construction contract by the City of La Mesa shall agree to the following:

- 1.1 The Contractor will not willfully discriminate against any employee or applicant for employment because of sex, race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their sex, race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Affirmative Action Program.
- 1.2 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1.3 The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the awarding authority or any other appropriate agency designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Resolution.
- 1.4 A finding of willful violation of this Affirmative Action Program shall be regarded by the awarding authority as a

basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, reestablish or renew a prequalification rating for the Contractor.

- 1.5 The Contractor agrees that should the awarding authority determine that the Contractor has not complied with this, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor from the awarding authority.
- 1.6
 - a) Nothing contained in this Resolution shall be construed in any manner or fashion so as to prevent the awarding authority or the State of California from pursuing any other remedies that may be available at law.
 - b) Nothing contained in this Resolution shall be construed in any manner or fashion so as to require or permit the hiring of an employee not permitted by the National Labor Relations Act.
- 1.7 Prior to award of the contract, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
 - a) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - b) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - c) Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:
 1. Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.

2. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.

d) The Contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.

1.8 The Contractor will include the provisions of the foregoing paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each subcontractor.

1.9 The Contractor, in executing the proposal, thereby certifies that he has or will meet the standards for affirmative compliance with the requirements contained in this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of La Mesa, California, held the 13th day of February 1973, by the following vote, to wit:

AYES: Councilmen Uselton, Bailey, Jensen, Fordem, Helland

NOES: None

ABSENT: None

CERTIFICATE OF CITY CLERK

I, MEGAN WEIGELMAN, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 12195, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

/s/MEGAN WIEGELMAN
MEGAN WEIGELMAN, City Clerk

(SEAL OF CITY)

BID FORM

The City of La Mesa, California, acting by and through its City Council, herein called the Owner:

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having familiarized himself with terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is to be done, and with the Plans and Specifications and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the work required in connection with:

EL CAJON BLVD AND JESSIE AVE TRAFFIC SAFETY IMPROVEMENTS PROJECT, Bid No. 23-01 in the City of La Mesa, County of San Diego, State of California, as shown on City of La Mesa drawings No. 9325.01 - 9325.07 and according to the specifications

All in strict conformity with the Plans and Specifications and other contract documents, including Addenda Nos. _____, on file at the office of the Director of Public Works/City Engineer and the City Clerk for the sum of, and according to, the Bid Schedule posted on PlanetBids

The award of the contract, if made by the owner, will be made to the lowest, responsive and responsible, qualified bidder as the owner shall determine, based on the base bid schedule as shown in the overall bid schedule as posted on PlanetBids.

INSURANCE REQUIREMENT

REFER TO Section 14, "Insurance Requirements", of INFORMATION FOR BIDDERS. Consult with broker or carrier and complete the following:

Indicate per Section 14, A, basis for coverage:

Occurrence _____,
or
Claims Made, with five-year extended reporting period "tail" _____.

The Contractor by submitting this bid affirms that he/she has read and understands the "Insurance Requirements" as outlined in Section 14 of the Information for Bidders and Sections 17 and 18 of the Special Conditions.

Failure to provide this information with your bid response may be grounds for disqualification of your bid.

It is understood that the Owner reserves the right to reject this bid, and that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of this bid.

The required bid security consisting of _____ Dollars (\$ _____) is hereto attached.

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening of the bid, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute and deliver to the Owner a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the Owner, Performance Bond and Payment Bond, as specified, all within ten (10) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned Bidder, if awarded the contract, on the date to be stated in the Owner's notice to proceed with the work.

The undersigned is licensed in accordance with an act providing for the registration of Contractor's License No. _____, Class _____, and license expiration date of _____.

The undersigned declares that he is familiar with the circumstances affecting the preparation and making of such bid and is properly qualified to make this bid and declaration; that such bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that he 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 he has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of this Bidder or any other Bidder, or to fix any overhead, profit, or cost element of such bid price, or that of any other Bidder, or to secure any advantage against the entity awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that he has not directly or indirectly submitted his 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 in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest within his general business.

In accordance with Section 2-3.1 of the Standard Specifications for Public Works Construction and Section 4104 of the State of California Public Contract Code:

Any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one (1) percent of the Prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one (1) percent of the Prime Contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

(b) The portion of the work which will be done by each subcontractor under this act. The Prime Contractor shall list only one subcontractor for each portion as is defined by the Prime Contractor in his or her bid.

SUBCONTRACTORS LIST

	NAME	ADDRESS	LICENSE NO. AND CLASS	LINE # OR TYPE/WORK	SUBCONTRACTOR AMOUNT
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____

(NOTE: Add sheet if more space is needed)

In accordance with Section 2-3.1 of the Standard Specifications for Public Works Construction, "Substitution of Subcontractors," the Contractor must have the written consent of the Board (La Mesa City Council) to substitute a subcontractor other than that designated in the original bid, to permit any subcontractor to be assigned or transferred, or to allow a subcontract to be performed by other than the original subcontractor.

The City may consent to the substitution of another subcontractor when the subcontractor named in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract presented him by the Contractor which is based upon those contract documents and the terms of the named subcontractor's bid.

A bid shall be deemed complete when submitted with the following documents:

1. Bid Form (including: Bid Schedule, Bid Insurance Requirement, Subcontractors' and Contractor's Information, Bidder's Statement of Technical Ability & Experience)
2. Bid Bond
3. Non-Collusion Affidavit
4. Non Lobbying Certifications
5. Disqualification Debarment Questionnaire
6. FHWA 1273 Certification

The names of all persons interested in this bid as principals are as follows:

(Notice of award or requests for additional information should be addressed to the undersigned at the address stated below.)

All representations made herein in the submittal of this bid are made under penalty of perjury.

Legal Company Name

By

Signature of Authorized Person

PRINT

Authorized Signature

Signature

(Notary or Corporate Seal)

BIDDER INFORMATION STATEMENT

Legal Name of Company _____

Date Established _____

Legal Status, i.e., corporation, partnership, sole proprietorship:

Officers/Owners of Company:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Type of Company, i.e., Manufacturer, Distributor, Manufacturer's
Representative, Dealer, Contractor, Other _____

Number of Employees: Permanent - Full Time _____ Part Time _____

Temporary - Full Time _____ Part Time _____

City Business License No. _____

Company Bank Name _____

Branch _____

Address _____

Contact _____

The City of La Mesa reserves the right to perform a credit check on your firm to obtain information regarding your financial stability.

Is your firm currently engaged or involved in any litigation over the proprietary rights or patent rights for the equipment, parts or components, supplies or materials offered herein for sale to the City of La Mesa?

_____ If yes, please attach explanation.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

As Principal, and _____

as Surety, are held and firmly bound unto the City of La Mesa, hereinafter called the Owner, in the penal sum of _____

_____ Dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the Principal has submitted the accompanying bid, dated _____ 20____,

for **EL CAJON BLVD AND JESSIE AVE TRAFFIC SAFETY IMPROVEMENTS PROJECT, Bid No. 23-01 in the City of La Mesa, County of San Diego, State of California, as shown on City of La Mesa drawings No. 9325.01 - 9325.07 and according to the specifications**

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner, in accordance with the bid as accepted, and give bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect: otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the same and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Two Witnesses (if individual)

Principal

By _____

Title _____

ATTEST: (If Corporation)

Corporate Seal

Surety

By _____

Title _____

ATTEST:

Corporate Seal

NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Title 23 United States Code Section 112
and Public Contract Code Section 7106)

State of California)
County of _____) SS.

In accordance with Title 23 United States Code Section 112 and Public Contract Code Section 7106, _____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

Company Name

Title

Signature

Business Address

Place of Residence

State of California)

County of _____)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____,
20____, by _____, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

Signature (SEAL)

COMPLIANCE WITH STATE ASSEMBLY BILL 854 AND LABOR CODE SECTION
1771.1(A)

Contractors and subcontractors for a public works construction project shall comply with the requirements of SB 854 and Labor Code Section 1771.1(a).

Labor Code Section 1771.1(a) states:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to 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."

The contractor and the subcontractors hereby acknowledge that they are fully aware of the requirements of SB 854 and Labor Code section 1771.1(a). The contractor and subcontractor also acknowledge that lack of registration with Department of Industrial Relations (DIR) shall result in rejection of their bid on the basis of being non-responsive.

Signature

Date

Position

Company Name
(Include Sub-contractors)

DIR Registration No.

Exp. Date

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL.

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 he has _____, has not _____, 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.

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. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (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 60-1.7 (b) (1) prevents the award of contracts or 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.

MINORITY SUBCONTRACTOR CERTIFICATION

The Bidder certifies that:

A.

I do not intend to subcontract any work on this project.

B.

I do intend to subcontract portions of the work on this project.

In accordance with the provisions of Part III, "Participation by Minority Business Enterprises in Subcontracting," in Section 6-1.04 of the special provisions, I have taken affirmative action to seek out and consider minority business enterprises for the portions of the work which are intended to be subcontracted and that such affirmative actions are fully documented in my records and are available upon request. In addition, I will take such affirmative action on any future subcontracting for the life of this contract.

NOTE: The Bidder shall check box A or box B. If the Bidder does not check a box it will be deemed that he has checked box A.

The above certification is required by 23 CFR 230 as published in the Federal Register, Vol. 40, No. 211 - Friday, October 31, 1975.

DISQUALIFICATION DEBARMENT QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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, debarred, 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.

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above Questionnaire is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Questionnaire.

(Name of Contractor)

By: _____
Signature

(Name and Title)

By: _____
Signature

(Name and Title)

Accompanying this proposal is _____
(NOTICE: INSERT THE WORDS "CASH", "CASHIERS CHECK", "CERTIFIED CHECK", OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

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

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

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addendum numbers _____.

(Fill in addendum number/s if addenda have been received.)

WARNING - IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE CITY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

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.

Date: _____ SIGN _____

Business Address: _____

Place of Business: _____

Place of Residence: _____

**CITY OF LA MESA
CARGO PREFERENCE ACT**

Use of United States - flag vessels:

The contractor agrees -

- (1) To utilize privately owned United State-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for Unites States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

BIDDERS STATEMENT OF QUALIFICATION
UNDER THE FEDERALLY FUNDED CONTRACT COMPLIANCE REQUIREMENTS

The Bidder has reviewed the section entitled "Federally Funded Contract Compliance Requirements" and has provided this information to the proposed subcontractors.

The Bidder and the proposed subcontractors understand and are prepared to comply with the Federal requirements contained in the bid document regarding wages, conditions of employment and civil rights.

The Bidder and the proposed subcontractors are aware that the "Federally Funded Contract Compliance Requirement" is part of the Agreement between the successful bidder and its subcontractors and the City of La Mesa.

Signature _____

Bidder's Name _____

Company Name _____

CITY OF LA MESA
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Representative

Date

CITY OF LA MESA
CERTIFICATION OF DRUG-FREE WORKPLACE

The contractor will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establish an ongoing drug-free awareness program to inform employees about,
 - (a) The dangers of drug abuse in the workplace;
 - (b) The sub-recipient's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will,
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted,
- (a) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs 1, 2, 3, 4, 5 and 6.

8. The contractor will insert in the space provided below the site(s) for the performance of work done in connection with the contract:

Place of Performance (Street address, city, county, state, zip code)

Check _____ if there are workplaces on file that are not identified here.

Signature

Date

Title

CITY OF LA MESA
CERTIFICATION OF NON-SEGREGATED FACILITIES

Environmental Protection Agency Region IX
75 Hawthorne Street
San Francisco, California 94105

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specified time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

Signature	Date
-----------	------

Name and Title of Signer	(Please Type)
--------------------------	---------------

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Accompanying this proposal is _____
(NOTICE: INSERT THE WORDS "CASH", "CASHIERS CHECK", "CERTIFIED CHECK", OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

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

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

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addendum numbers _____.

(Fill in addendum number/s if addenda have been received.)

WARNING - IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE CITY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

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.

Date: _____ SIGN _____

Business Address: _____

Place of Business: _____

Place of Residence: _____

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: 11.0%
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section			15. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Local Agency Contract Number:				%
22. Federal-Aid Project Number:			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
23. Bid Opening Date:				_____ 16. Preparer's Signature
24. Contract Award Date:				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			_____ 18. Preparer's Name	_____ 19. Phone
25. Local Agency Representative's Signature 26. Date				
27. Local Agency Representative's Name 28. Phone			_____ 20. Preparer's Title	
29. Local Agency Representative's Title				

DISTRIBUTION: 1. Original - Local Agency
 2. Copy - Caltrans District Local Assistance Engineer (DLAE). Failure to submit to

DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

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

INSTRUCTIONS - CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column.
%: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.

- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 26. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 27. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 28. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 29. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)

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

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

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

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

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

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

Exhibit 15-H DBE Information—Good Faith Efforts

The City of La Mesa established a Disadvantaged Business Enterprise (DBE) goal of 11.0% for this project. The information provided herein shows that a good faith effort was made.

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

Submittal of only the "Local Agency Bidder - DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

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

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

Publications	Dates of Advertisement

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

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results
H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):		

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or bid that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>Type of Federal</p> <p>1. Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal</p> <p>Action:</p> <p><input type="checkbox"/> a.</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change</p> <p>: year ___ quarter ___</p> <p>date of last report ___</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Subawardee Tier, if known</p> <p>Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10 a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>11 Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13 Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify _____</p>	
<p>12 Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature_ value _____</p>		
<p>14 Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p>		
(Attach Continuation Sheet(s) if necessary)		
<p>15 Continuation Sheet(s) attached: <input type="checkbox"/> No <input type="checkbox"/></p>		

. **Yes**

16 Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local
Reproduction
Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 09-12-97

**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 covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to 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. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
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 first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification 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 commitments 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 influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the

reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(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 continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, 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 Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Accompanying this Bid is _____

(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in conformance with an act providing for the registration of Contractors,
License No. _____ Classification(s) _____

EL CAJON BLVD AND JESSIE AVE TRAFFIC SAFETY IMPROVEMENTS PROJECT

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, at the City of La Mesa, County of San Diego, State of California, by and between the City of La Mesa, a municipal corporation, hereinafter referred to as the "Owner," and

_____, hereinafter referred to as the "Contractor"

WITNESSETH: In consideration of mutual promises herein contained the parties hereto agree as follows:

1. DOCUMENTS: The following documents, prepared by the City of La Mesa, as well as this agreement, form the complete contract between the parties and they are by this reference incorporated herein with like effect as if they were here set forth in full whether or not they or any of them are attached hereto:

1. Notice Inviting Bids
2. Bid Form and Bid Bond
3. Plans and Specifications
4. Information for Bidders
5. Performance and Payment Bond Forms
6. General Conditions
7. Special Conditions
8. Special Provisions
9. Non-Collusion Affidavit Documents
10. Affirmative Action Program Resolution

2. MATERIALS AND EQUIPMENT: The Contractor agrees to furnish all the materials, supplies, machinery, equipment, tools, apparatus, superintendence, labor, insurance, and other accessories and services necessary or convenient to complete the work which it hereby agrees to do for

EL CAJON BLVD AND JESSIE AVE TRAFFIC SAFETY IMPROVEMENTS PROJECT, Bid No. 23-01 in the City of La Mesa, County of San Diego, State of California, as shown on City of La Mesa Drawings No. 9325.01 through 9325.07 and according to the specifications.

3. CONTRACT PRICE: The Contractor agrees to receive and accept full compensation and the Owner agrees to pay the following prices as full compensation for the work of improvement the Contractor here engages to commence and complete according to the Bid Schedule.

BID SCHEDULE

The person signing this bid declares that he/she has carefully examined all of the Contract Documents including documents incorporated by reference and documents on file with the City referenced in the plans or the specifications. Further, he/she declares that he/she has examined the locations of the proposed work, completed any necessary additional field investigations and has read the accompanying Instructions to Bidders. Accordingly, the bidder agrees to furnish all equipment, materials, labor, expertise, etc., and perform all work necessary to achieve a complete and operable project in accordance with all the Contract Documents for the prices set forth in the following bid schedule. Each bidder, by signature to the bid, declares they fully understand that the following schedule is not all-

inclusive and that items not listed but included in the Contract Documents or items which are necessary to provide the City with a complete and operable project are still part of the contract work and are included within one or more of the bid items in the Bid Schedule.

INSURANCE REQUIREMENT

REFER TO Section 14, "Insurance Requirements", of INFORMATION FOR BIDDERS. Consult with broker or carrier and complete the following:

Indicate per Section 14, A, basis for coverage:

Occurrence ____,
or
Claims Made, with five (5) year extended reporting period "tail" ____.

The Contractor by submitting this bid affirms that he/she has read and understands the "Insurance Requirements" as outlined in Section 14 of the Information for Bidders and Sections 17 and 18 of the Special Conditions.

Failure to provide this information with your bid response may be grounds for disqualification of your bid.

The Contractor further agrees that said compensation also fully compensates for any and all loss and damage which arises out of the nature of the work of improvement or from the acts of the elements or from unforeseen difficulties or obligations which may arise or be encountered during the progress of the work and prior to its acceptance by the Owner. The Contractor agrees that the compensation fully compensates for all risks of every description connected with the work of improvement and for all expenses incurred by or in consequence of the suspension or discontinuance of the work of improvement including any requirements made of it by the Engineer pursuant to the various contract documents referred to in Paragraph 1 above.

4. LIABILITY: All work shall be guaranteed by the Contractor for a period of one year from the date of the recordation of the notice of completion of the work against defective workmanship or materials. The Contractor shall promptly replace or repair in a manner satisfactory to the City Engineer any such defective work after notice to do so from the City Engineer, and upon the Contractor's failure to make such replacement or repairs promptly the City may perform this work and the Contractor and his sureties shall be liable for the cost thereof. This guarantee is in addition to any other guarantee required elsewhere in this contract or specifications.

To the furthest extent allowed by law including California Civil Code section 2782, Contractor shall indemnify, hold harmless and defend City, and each of their elected officials, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City, or any of their elected officials, officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the City, or any of their elected officials, officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City, or any of their elected officials, officers, officials, employees, agents or volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

5. COMMENCEMENT AND COMPLETION OF WORK: The Contractor agrees to commence work of improvement within 14 calendar days after the date of written notice to do so by the Owner and to complete the same within twenty five (25) working days after the date of receipt of said notice.

6. ATTORNEYS' FEES: In the event of litigation in any way connected with this agreement or the Contractor's performance thereof, the Contractor agrees to pay the Owner in addition to any other sum or remedies awarded the Owner such reasonable attorneys' fees as may be fixed by a court of competent jurisdiction.

7. EFFECTIVE DATE: Effective date of this agreement shall be the date upon which the last party to sign does so sign.

8. PREVAILING WAGE PROVISION: The wages to be paid for a day's work to all classes

of laborers, workmen or mechanics on the work contemplated by this contract, shall not be less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplated to be performed as determined by the Director of Industrial Relations pursuant to his authority under Labor Code Sections 1770 et seq. Each laborer, workman or mechanic employed by a Contractor or by any subcontractor shall receive the wages herein provided for. The Contractor shall pay Fifty Dollars (\$50.00) per day penalty for each worker paid less than the prevailing wage of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to each worker.

This is a Federal-Aid project and the Davis-Bacon Act will be enforced.

NOTE: An error on the part of an awarding body does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775.

State Wage Rates for work completed in a locality within the state where the work hereby contemplated to be performed shall be as determined by the Director of Industrial Relations pursuant to his/her authority under Labor Code Sections 1770 et seq. The wage rates may also be viewed at the STATE WEBSITE OF <http://www.dir.ca.gov/OPRL/PWD/index.htm>.

Federal Wage Rates are those determined by the Federal Department of Labor Relations. The wage rates may also be viewed at the FEDERAL WEBSITE: www.wdol.gov/dba/asp, select State of California and San Diego County.

The Contractor is obligated to pay the higher of the two rates, State and Federal wage rates, if there is a difference. The wages to be paid for a day's work to all classes of laborers, workmen or mechanics on the work contemplated by this contract, shall not be less than the prevailing rate for a day's work in the same trade or occupation. Each laborer, workman or mechanic employed by a Contractor or by any subcontractor shall receive the wages herein provided for. The Contractor shall pay Fifty Dollars (\$50.00) per day penalty for each worker paid less than the prevailing wage of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to each worker.

POSTING OF SCHEDULE OF PREVAILING WAGE RATES AND DEDUCTIONS

If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborer and mechanics to be engaged in work on the project under the contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

PAYROLL RECORDS

Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code Section 1776.

USE OF APPRENTICES

Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 et seq. of the California Labor Code. These sections require Contractor and subcontractors to employ apprentices in apprenticeable occupations in a ratio of not less than one apprentice for each five journeymen (unless an exception is granted in accordance with Section 1777.5), and that Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices as defined in Section 3077, who are in training under apprenticeship standards and who have written apprentice agreements, will be employed in public works in apprenticeable occupations. The responsibility for provisions is fixed with the Prime Contractor for all apprenticeable occupations.

TRAVEL AND SUBSISTENCE

In accordance with California Labor Code Division 2, Part 7, Chapter 1, Article 2, Section 1773.8, the Contractor is required to pay travel and subsistence payments to each workman needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with said section.

9. CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION:

Section 3700 of the Labor Code provides in part as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a Certificate of Consent to Self-Insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature: _____

Bidder's Name: _____

Address: _____

(In accordance with Article 5, commencing at Section 1860, Chapter 1, Part 7, Division 2, of the Labor Code, the above Certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

10. WORKING HOURS: Eight hours labor constitutes a legal day's work in all cases. The time of service of any workman employed upon public work is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided under Section 1815 of the California Labor Code. As penalty to the City of La Mesa, the Contractor stipulates that he will forfeit Twenty-five Dollars (\$25.00) for each workman employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of Part 7 of the California Labor Code Division 2.

REQUIRED CONTRACT PROVISIONS

FEDERAL-AID CONSTRUCTION CONTRACTS

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

ATTACHMENTS

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

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

b. The contractor will accept as its operating policy the

following statement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the

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

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

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

3. Payrolls and basic records

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

trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or

criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different

practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not

subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may

be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps,

specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier

participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies

available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a

person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its

FHWA 1273 CERTIFICATION

The bidder, under penalty of perjury, certifies that he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager, shall comply with the provisions of the Form FHWA 1273 included in the Special Provisions. The provisions apply to all work performed on the contract including work performed by subcontract. The modified Form FHWA 1273 is required to be physically incorporated into each contract, subcontract and subsequent lower-tier subcontracts. The provisions may not be incorporated by reference.

The prime contractor is responsible for compliance with the requirements by all subcontractors and lower tier subcontractors. Failure of the prime contractor to comply with this requirement is grounds for local agency termination of the contract with the contractor and debarment of the contractor by the FHWA.

Name of Contractor

Address

Signature: _____

Date: _____

IN WITNESS WHEREOF: Two (2) identical copies of this agreement, each of which shall for all purposes be deemed an original, have been duly executed by the parties as of the date set opposite their names.

(SEAL)

CONTRACTOR

By _____

Date _____

By _____
Authorized Representatives

NOTE: AGREEMENT SHALL BE SIGNED BY TWO PRINCIPALS/OFFICIALS OF THE COMPANY.

(SEAL)

CITY OF LA MESA

By _____
Mayor

Date _____

By _____
City Clerk

Approved as to form this

_____ day of _____, 20_____

City Attorney

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City Council of the City of La Mesa, by Resolution No. _____, passed _____, 20_____, has awarded to _____

hereinafter designated as the "Principal", a contract for

EL CAJON BLVD AND JESSIE AVE TRAFFIC SAFETY IMPROVEMENTS PROJECT, Bid No. 23-01 in the City of La Mesa, County of San Diego, State of California, as shown on City of La Mesa Drawings No. 9325.01 through 9325.07 and according to the specifications. and;

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, We, the Principal, and _____,

as Surety, are held and firmly bound unto the City of La Mesa in the penal sum of _____

Dollars (\$_____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said contract and any alterations thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Owner, its officers and agents, as therein stipulated, and also will pay in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by the Principal and the Surety above named, on the _____ day of _____, 20____.

Principal

By _____

Surety _____

By _____
Attorney-in-Fact

I HEREBY APPROVE the form of the foregoing Bond this ____ day of _____, 20____.

CITY ATTORNEY

By _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City Council of the City of La Mesa, by Resolution passed _____, 20____, has awarded to _____,

hereinafter designated as the "Principal", a contract for constructing

EL CAJON BLVD AND JESSIE AVE TRAFFIC SAFETY IMPROVEMENTS PROJECT, Bid No. 23-01 in the City of La Mesa, County of San Diego, State of California, as shown on City of La Mesa Drawings No. 9325.01 through 9325.07 and according to the specifications. and;

WHEREAS, said Principal is required to furnish a bond in connection with said contract providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, We, the Principal and _____

as Surety, are held and firmly bound unto the City of La Mesa in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done; or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act, as required by the provisions of Sections 4200 to

4208, inclusive, Government Code, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as in the above-mentioned statute provided.

This bond shall be for the benefit of any and all persons, companies, and corporations entitled to file claims under Section 1192 of the California Code of Civil Procedure, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the _____ day of _____, 20 ____.

Principal

By _____

Surety

By _____

Attorney-in-Fact

PARTNERSHIP CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

(Notarial Seal)

known to me to be _____ of the partners of the partnership that executed the foregoing contract, and acknowledged to me that such partnership executed the same.

Signature _____

Name (Type or Print) _____
(Notary Public in and for said County and State)

My Commission expires: _____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; and _____ that _____, who also signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

PRINCIPAL/OFFICIAL

PRINCIPAL/OFFICIAL

SECRETARY

(Corporate Seal)

NOTE: THIS FORM SHALL BE SIGNED BY TWO PRINCIPALS OR OFFICIALS OF THE COMPANY.

EMERGENCY NOTIFICATION LIST

Project: EL CAJON BLVD AND JESSIE AVE TRAFFIC SAFETY IMPROVEMENTS PROJECT

The Contractor shall provide the names, addresses and telephone numbers of three (3) different responsible persons who can be contacted in an emergency situation who will have the authority to act in the Contractor's absence.

TELEPHONE NO.

	During	After
	Working Hours	Working Hours

1.	NAME: _____	_____	_____
	ADDRESS: _____		

2.	NAME: _____	_____	_____
	ADDRESS: _____		

3.	NAME: _____	_____	_____
	ADDRESS: _____		

CITY OF LA MESA
Engineering Division
8130 Allison Avenue
La Mesa, CA 91942

PROJECT: **EL CAJON BLVD AND JESSIE AVE TRAFFIC SAFETY IMPROVEMENTS PROJECT**

SUBJECT: **IMPORTANT INFORMATION RELATING TO THE PROJECT**

1. THE COMPANY:

NAME: _____
ADDRESS: _____
MAILING ADDRESS (IF DIFFERENT): _____
PHONE NO. _____ FAX NO. _____
FEDERAL TAX I.D. NO. _____

2. JOB SUPERINTENDENT:

NAME: _____
MOBILE PHONE: _____
EMERGENCY: _____
HOME ADDRESS: _____
HOME PHONE NO.: _____

3. JOB FOREMAN:

NAME: _____
MOBILE PHONE: _____
EMERGENCY: _____
HOME ADDRESS: _____
HOME PHONE NO.: _____

4. OFFICE CONTACT PERSON:

NAME: _____
MOBILE PHONE: _____
EMERGENCY: _____
HOME ADDRESS: _____
HOME PHONE NO.: _____

5. PERSON AUTHORIZED TO SIGN DAILY EXTRA WORK REPORTS AND CONTRACT CHANGE ORDERS:

NAME: _____ TITLE: _____
NAME: _____ TITLE: _____
NAME: _____ TITLE: _____

6. OFFICERS RESPONSIBLE FOR PAYROLL AND EEO

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

ANY CHANGES ON THE ABOVE INFORMATION WILL BE SUBMITTED IN WRITING.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: ____/____/____

GUARANTEE AGREEMENT

(FORM FOR BOTH CONTRACTOR AND/OR SUBCONTRACTOR AS APPLICABLE)

Guarantee for: _____

We hereby guarantee that the **EL CAJON BLVD AND JESSIE AVE TRAFFIC SAFETY IMPROVEMENTS PROJECT** and all appurtenant work, which we have installed according to specifications, plans, and attachments therein, has been installed in accordance with the drawings and specifications and that the work as installed will fulfill the requirements included in the specifications. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of one (1) year from the date of acceptance of the above referenced project by the CITY, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor also agrees to hold the City harmless from claims of any kind arising from damage due to said defects in the work constructed under the Contract. Replacement of earth fill or backfill, where it has settled below the required finish surfaces, shall be considered part of such repair work, and any repair of resurfacing constructed by the Contractor, which becomes necessary by reason of settlement, shall be likewise considered part of such repair work unless the Contractor shall have obtained a statement in writing from the affected private owner or public agency releasing the Owner from further responsibility in connection with such resurfacing.

In the event that the undersigned fails to comply with the above mentioned conditions within a reasonable period of time, as determined by the CITY, but not later than ten (10) days after the CITY's written

GUARANTEE AGREEMENT-CONTINUED

notification, the undersigned hereby authorizes the CITY to proceed with the repair of said defects and the Contractor and his/her surety shall be liable to the City for the cost thereof.

Firm Name

Address

By: _____
Signature of Subcontractor
or General Contractor

By: _____
Signature of Subcontractor
or General Contractor

Name and Title

Name and Title

Countersigned:

Firm Name

Address

By: _____
Signature of General Contractor
if for Subcontractor)

By: _____
Signature of General
Contractor if for Subcontractor)

Name and Title

Name and Title

Representative to be contacted for service:

Name: _____

Address _____

Telephone: (____) _____

AFFIDAVIT OF DISPOSAL

WHEREAS, on the _____ day of _____, 20____, the undersigned entered into and executed a contract with the City of La Mesa, a municipal corporation, for

EL CAJON BLVD AND JESSIE AVE TRAFFIC SAFETY IMPROVEMENTS PROJECT, Bid No. 23-01 in the City of La Mesa, County of San Diego, State of California, as shown on City of La Mesa Drawings No. 9325.01 through 9325.07 and according to the specifications., as particularly described in said contract and identified as "Bid No 23-01. "; and

WHEREAS, the specifications of said contract requires the Contractor to under penalty of perjury declare that "all brush, trash, debris, construction trash, construction debris, and surplus materials resulting from this project have been disposed of in a legal recycling or disposal site" as laid out by the City of La Mesa's Municipal Code Section 14.27; 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 La Mesa 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 _____, 20____.

CONTRACTOR

By: _____

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20____, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature (SEAL)

RELEASE FORM WITH PAYMENT REQUESTS

Owner: City of La Mesa Bid No.: 23-01

Project: EL CAJON BLVD AND JESSIE AVE TRAFFIC SAFETY IMPROVEMENTS PROJECT Date: _____

Contractor _____

PAY ESTIMATE NO.

PERIOD FOR WHICH WORK PERFORMED:

The above-named Contractor hereby acknowledges payment in full for all compensation of whatever nature due the Contractor for all labor and materials furnished and for all work performed on the above-referenced project for the period specified above with the exception of contract retention amounts and disputed claims specifically shown below.

RETENTION AMOUNT FOR THIS PERIOD: \$ _____

DISPUTED CLAIMS:	<u>Description and Amount</u>
-------------------------	-------------------------------

The Contractor further expressly waives and releases any claims the Contractor may have, of whatever type or nature, for the period specified which is not shown as a retention amount or a disputed claim on this form. This release and waiver has been made voluntarily by Contractor without any fraud, duress, or undue influence by any person or entity.

Contractor further certifies, warrants and represents that all bills for labor, materials and work due Subcontractors for the specified period have been paid in full and the parties signing below on behalf of Contractor have express authority to execute this release.

Dated: _____ Contractor: _____

By: _____ Title: _____

By: _____ Title: _____

Distribution: City Contractor Engineer Finance

EL CAJON BLVD AND JESSIE AVE TRAFFIC SAFETY IMPROVEMENTS PROJECT
SPECIAL CONDITIONS

The following special conditions are additions, deletions and changes to the general conditions.

1. DEFINITIONS:

- (A) Standard Specifications: Shall refer to the Standard Specifications for Public Works Construction, "Green Book", Current, and the latest Regional Supplement Amendments prepared by the Southern California Chapters of American Public Works Association and Associated General Contractors of America.
- (B) Standard Drawings: Shall refer to the San Diego Area "Regional Standard Drawings" published by the San Diego County Department of Public Works, latest edition, downloadable at <http://www.regional-stds.com/home>. For City of La Mesa Standard Drawings go to www.cityoflamesa.com/LMSD.
- (C) Department of Public Works: Also sometimes referred to as the "Department", whenever used in the Standard Specifications shall mean the "City of La Mesa".
- (D) Engineer: Whenever used in the Standard Specifications shall mean the "La Mesa City Engineer".
- (E) Shown: Shall be construed to mean "shown on the drawings".
- (F) Director of Public Works: Also sometimes referred to as "Director", whenever used in the Standard Specifications shall mean the "City Engineer" of the City of La Mesa.
- (G) Caltrans Standard Specifications: Shall refer to Standard Specifications, State of California, Department of Transportation, latest edition.
- (H) Caltrans Standard Drawings: Shall refer to Standard Plans, State of California, Department of Transportation, latest edition.
- (I) California MUTCD: Shall refer to the California Manual on Uniform Traffic Control Devices, latest edition. <http://mutcd.fhwa.dot.gov/>

2. ORDER OF PRIORITY:

In case of conflict between these special conditions, special provisions, drawings and other standards and specifications, the following order of priority shall prevail:

- (A) Special Conditions
- (B) Special Provisions
- (C) Contract Drawings
- (D) Standard Drawings
- (E) General Conditions
- (F) Standard Specifications

(G) Standard Specifications, Caltrans

(H) California MUTCD

3. PROSECUTION AND COMPLETION OF WORK:

The Contractor shall begin work within fourteen (14) calendar days from the approved start date listed in the official notice to proceed and shall prosecute diligently said work to completion on or before the expiration of twenty five (25) working days from the approved start date listed in said notice.

In case all the work, conditions and requirements of the contract are not completed within the number of working days as set forth in these specifications, liquidated damages of five hundred dollars (\$500.00) for each and every working day required in excess of the specified time shall be paid to the City of La Mesa.

The Contractor's attention is directed to Section 6-8, "Completion and Acceptance", and Section 6-9, "Liquidated Damages", of the Standard Specifications defining his responsibility with regard to completing the work within the time specified. **The Contractor shall provide a work schedule and public safety and convenience plan to the engineer at the pre-construction meeting for review and approval.**

Prosecution of the contract work shall be confined to the hours of 7:30a.m. to 4:30p.m. for the days of Monday through Friday, except such work as is necessary for the proper care and protection of the work already performed, or except in cases of an emergency, in which event the permission of the City Engineer shall be secured. The Contractor shall provide a work schedule, traffic control plan and public convenience plan to the engineer at the pre-construction meeting for review and approval.

The prosecution of work on Saturdays, Sundays, and legal and City holidays as designated below shall not be allowed except as directed by the City Engineer and only when necessary for the completion of the work or any portion thereof:

<u>Holidays</u>	<u>Date</u>
New Year's Day	January 1st
Dr. Martin Luther King, Jr., Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in
November	
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	Last Half working Day before Christmas
Christmas Day Holiday	December 26th
Every day appointed by the President or Governor for a public fast, thanksgiving, or holiday.	

4. WORK TO BE DONE:

The work to be done consists of, but is not limited to, furnishing all plant, labor, material, tools, equipment and performing all work required for

**EL CAJON BLVD AND JESSIE AVE TRAFFIC SAFETY IMPROVEMENTS PROJECT,
Bid No. 23-01 in the City of La Mesa, County of San Diego, State
of California, as shown on City of La Mesa Drawings No. 9325.01
through 9325.07 and according to the specifications.**

All of the above improvements shall be performed in accordance with these specifications and the contract drawings and to the satisfaction of the City Engineer.

5. TESTING OF MATERIALS:

All work performed under these contract documents shall be subject to inspection by the City Engineer, or his representative, who shall have free access to the work in place and/or materials stored on the job site.

Testing of materials or work shall be in accordance with these specifications, or, in the absence of such specifications, the City's currently used method shall be used.

Work or material which does not conform to these specifications, although accepted through oversight or otherwise, may be rejected at any time and shall immediately be removed from the job site.

All testing of the work or materials to establish compliance with the plans and specifications shall be as determined by the Engineer and shall be performed by and at the expense of the City, except that costs for non-passing tests will be determined at the conclusion of construction and will be deducted from the Contractor's invoice for final payment.

6. BUSINESS LICENSE REQUIREMENT:

The Contractor, including all subcontractors, shall obtain a business license for work within the City of La Mesa pursuant to La Mesa Municipal Code 6.08.010 through 6.08.240.

No payments shall be made to any Contractor until such business license has been obtained, and all fees paid therefor, by the Contractor and all subcontractors. Business license applications and information may be obtained from the City of La Mesa Finance Department, 8130 Allison Avenue, P. O. Box 937, La Mesa, CA 91944, (619) 667-1118.

7. ACCIDENT PREVENTION:

Precaution shall be exercised at all times by the Contractor for the safeguard of life and property. The safety provisions of applicable laws and construction codes shall be observed by the Contractor at all times.

Open trenches shall be filled at the end of each working day and covered with temporary skid-resistant metal plates, flush with street per LMSD T3, Type II

8. EXISTING UTILITIES:

The Contractor shall protect utilities affected, such as manhole covers, to the satisfaction of the responsible agency.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various

contract items of work and no additional compensation will be allowed therefor.

9. INCREASED OR DECREASED QUANTITIES:

The City reserves the right to make alteration in the plans or in the quantities of work as may be considered necessary. Such alterations will be in writing and shall not be considered as a waiver of any conditions of the contract nor to invalidate any of the provisions thereof. Compensation for such alterations shall be based on the unit price bid for each item altered.

Agency may change the quantity of work, both additive and deductive, without regard to exceeding 25% of the Bid Quantity. Quantities shown in the Bid Schedule are estimated quantities for bidding purposes only. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Standard Specification for Public Works Construction Section 3-2.2.1.1, nor shall they be considered a change of character of work. Therefore, regardless of total actual quantities compared to estimated quantities, the unit price by the Contractor shall be applied to the final quantity when payment is calculated for this item. The total contract amount would be subject to the +/- 25% Rule.

10. NEW ITEMS OF WORK:

If, during the prosecution of this project, it is deemed necessary that additional items of work not otherwise included in these specifications should be incorporated in the work, the performance and method of accomplishing such items shall conform to the following:

NEGOTIATED CHANGE ORDERS

Upon discovery of additional work not included in this project, the City shall clearly define the scope and extent of the additional work. The Contractor is then asked to provide a cost proposal according to a schedule of values prepared by the contractor and approved by the City. The price shall be a lump sum, which includes all bonds, profit, and overhead. The Contractor shall provide a completed schedule of values to the City within a time frame as specified.

Upon agreement on the schedule of values, the City will issue a written notice-to-proceed with the additional work. No work shall be done without any prior authorization. Any additional work completed without authorization shall not be eligible for compensation.

In case there is no agreement on the negotiation, the City may issue a notice-to proceed under force account as described below.

FORCE ACCOUNT PAYMENT

- A. If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the City may direct by written Change Order or Field Order that the work be performed/completed on a force account basis. The term "force account" shall be understood to mean that payment for the work will be completed and accepted by the City on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. The Contractor is NOT eligible to receive additional compensation for correcting inadequate quality of work while performing the additional work. The Contractor shall also

be responsible for any damage to private and/or public property as a result of the Contractor's operation for the additional work. For the work performed, payment will be made for the documented actual cost of the following:

- i. Direct labor cost for workers, including working foremen excluding superintendent, who are directly assigned to the force account work: Direct labor cost is the actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements or state prevailing wages, workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens will be considered, unless approved in writing by the City.
 - ii. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or its subcontractor.
 - iii. Contractor-owned or rental equipment, including necessary transportation, if required and not on site, for items having a value in excess of One Thousand Dollars (\$1,000.00).
 - iv. Additional bond.
 - v. Additional insurance, other than labor insurance.
- B. To the preceding costs, there shall be added the following fees for the Contractor, subcontractor, or sub-subcontractor actually performing the work:
- i. A fixed fee not to exceed fifteen (15) percent of the costs of Item A(i) above.
 - ii. A fixed fee not to exceed ten (10) percent of the costs of Items A(ii) and A(iii) above.
 - iii. To the total of the actual costs and fees allowed hereunder, not more than two (2) percent shall be added for additional bond and insurance as the cost of Items A(iv) and A(v) above.
- C. For work performed by an approved subcontractor, the Contractor may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of ten (10) percent of said total. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.
- D. For work performed by a subtier-subcontractor, the subcontractor may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of ten (10) percent of said total. No further compensation will be allowed for the subcontractor's administration of the work performed by the subtier-subcontractor. The Contractor may add to the total of the actual costs and fixed fees allowed under this paragraph an additional fixed fee of five (5) percent of said total. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.
- E. The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and

any other general expense. The above fixed fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation and record keeping.

- F. The City reserves the right to furnish such materials and equipment as it deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.
- G. For equipment under Item A(iii) above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Payment shall be based on comparable commercial rental rates in San Diego County. Owner-operated equipment rates shall not exceed comparable commercial rental rates in San Diego County plus the labor costs as provided in Item A(i) above. The rental cost allowed for equipment will, in all cases, be understood to cover all fuel, maintenance, supplies, repairs, ownership, and incidental costs and no further allowances will be made for those items, unless specific agreement to that effect is made. For Contractor owned equipment, costs shall be based on either actual cost accounting records or comparable commercial rental rates in San Diego County. Hourly rates shall be determined by dividing the monthly rate by 176 hours. If the contractor and City cannot agree on comparable commercial rental rates for particular equipment, then Blue Book rates shall apply with markups for overhead appropriately accounted for.
- H. Prior to the commencement of force account work, the Contractor shall notify the City of its intent to begin work. Labor, equipment and materials furnished on force account work shall be recorded daily by the Contractor upon report sheets approved by the City. The reports, if found to be correct, shall be signed by both the Contractor and City, or inspector, and a copy of which shall be furnished to the City no later than the working day following the performance of said work. The daily report sheet shall thereafter be considered the true record of force account work provided. If the City, or inspector, does not agree with the labor, equipment and/or materials listed on the Contractor's daily force account report, the Contractor and City, or inspector, shall sign-off on the items on which they are in agreement. The City shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim notice according to the Standard Specifications or Green Book.
- I. The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations.
- J. To receive partial payments and final payment for force account work, the Contractor shall submit, in a manner approved by the City, detailed and complete documented verification of the Contractor's and any of its subcontractor's actual costs involved in the force account pursuant to the pertinent Change Order or Field Order. Such costs shall be submitted within thirty (30) calendar days after said work has been performed. No payments

will be made for work billed and submitted to the City after the thirty (30) calendar day period has expired.

The City shall retain 5% of each payment due CONTRACTOR under this contract until completion and acceptance of the PROJECT. The CONTRACTOR may elect to deposit securities of a value equivalent to the retention in accordance with the provisions of § 22300 of the Public Contract Code and thereby become entitled to receive 100% of the payments, without retention. The City will make the final determination as to the value of the posted securities. The amount of retention withheld may be reduced, or a portion of withheld retention may be returned, at the sole discretion of the City.

- K. The force account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The invoice shall be in a form acceptable to the City and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendor's invoices.
- L. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in this Section. The Contractor shall not claim for anticipated profits on work that may be omitted.
- M. Contractor shall submit at the pre-construction meeting a schedule of values, equipment listing, labor listing and the associated hourly rates.
- N. During any force account work, the contractor shall meet with the City's construction manager on a daily basis prior to start of work for each day agreeing of the labor, equipment and material for each day. At the end of the day, all the documentations for the day are reviewed, signed and submitted.

11. OBSTRUCTION:

The Contractor shall be required to work around public utility facilities and other improvements that are to remain in place within the construction area, or that are to be relocated and relocation operations have not been completed. The Contractor shall be held liable to the owners of such facilities and improvements for any damage or interference of service resulting from his operations.

The exact location of facilities and improvements within the construction area shall be ascertained by the Contractor prior to using any equipment that may damage such facilities, or interfere with their service. The City shall not be responsible for the exact location of any utilities.

Other forces may be engaged in moving or reconstructing utility facilities or other improvements, or in maintaining service of utility facilities, and the Contractor shall cooperate with such forces and

conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefor.

Attention is directed to Section 5, "Utilities", and Subsection 7-9, "Protection and Restoration of Existing Improvements", of the Standard Specifications.

The Contractor is advised of the existence of the utility notification services provided by Underground Service Alert (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48-hours of notice to the Underground Service Alert by calling 811 or 1-800-422-4133.

The Contractor is to coordinate with the City seven days in advance of needing bracing of SDG&E or other utility facilities. No fees will be required of the contractor.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating near any of their facilities. The utility companies listed below shall be contacted as indicated.

Gas & Electric	SDG&E	USA
Telephone	AT&T	USA
Water	Helix Water District	USA
Water	SDCWA	858-522-6900
Sewer	City of La Mesa	USA
Storm Drain	City of La Mesa	USA
CATV	Cox Communications	USA
Traffic Signal	Southwest Signal	619-442-3343
Street Lights	CTE	619-733-6791
MTB	Cable, Pipe and Leak	619-660-0844

12. CONTRACTOR RESPONSIBILITY--PROPERTY DAMAGES WITHIN CONSTRUCTION AREAS:

In addition to the provisions of the general conditions of the City of La Mesa, the Contractor shall be responsible for, and hold the City harmless from, any and all damages which occur by reason of the Contractor's operation within the limits of the construction areas, and shall be responsible for restoring in kind at no cost to the City, all fences, walls, landscapes, irrigation and all other existing improvements, and shall replant in kind all lawn, grass, shrubs, trees and all other landscaping destroyed during construction to as nearly as their original location and conditions as is reasonably possible to the satisfaction of the City Engineer.

13. AFFIRMATIVE ACTION PROGRAM:

In connection with the performance of work under this contract the Contractor shall conform to the provisions of the City of La Mesa's

"Affirmative Action Program" Resolution 12195 (copy attached) and these special conditions.

It is the intent of the City of La Mesa as the awarding authority of this contract to perform the agency administrative functions where applicable and required by said Affirmative Action Program as defined by the administrative code stated therein.

Also, all questions concerning said program and compliance therewith shall be directed to the City Engineer of the City of La Mesa.

14. SUBMITTALS:

Comply with the Standard Specifications for Public Works Construction. Submittals shall be provided where called for in the special provisions of the specifications.

15. EXAMINATION OF SITE AND DOCUMENTS:

(A) Prior to submission of his bid, each bidder shall carefully examine all contract documents and shall visit the site and shall fully inform himself as to all existing conditions and limitations to the work.

(B) If, after examination of site and documents, there is any doubt as to intent or meaning, or if any discrepancies, omission, ambiguities, or conflicts be found, he shall bring these to the City Engineer's attention in sufficient time before bid opening to allow the issuance of clarifying addenda.

(C) Each bidder, by the act of submitting his bid, shall be deemed to have complied with the above items and it will be assumed that his bid takes into consideration such conditions and limitations applying to the work.

16. RECORDS:

Each Contractor and subcontractor is required by Section 1776 of the Labor Code of the State of California to keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worker employed by him in connection with this project; the Contractor's and subcontractor's payroll records shall be available for inspection at all reasonable hours, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship.

The Contractor shall submit weekly a copy of all payrolls to the City. The copy shall be accompanied by a statement signed by the employer or his agent which certifies that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations and that the classifications set forth for each laborer or mechanic conforms with the work he performed. The prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

17. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:

All insurance costs shall be included in the Contractor's bid. This includes extra costs, if any, for "Claims Made" basis coverage extending the reporting period ("tail coverage").

Notwithstanding any other provisions of this document, Section 15 of the City's Information for Bidders and the special insurance provisions, if any, noted below for this project shall be in addition to Section 7-3, "Liability Insurance", of the Standard Specifications for Public Works Construction.

Coverage shall be provided for "X, C, U" exposures.

18. INSURANCE CARRIER AND BONDING COMPANY RATINGS FOR PUBLIC WORKS CONTRACTS:

All surety bonding companies shall be admitted to do business in the State of California, be authorized to transact surety insurance in the State of California, and must also have assets which exceed their liabilities in an amount equal to or in excess of the amount of the bond.

19. SCHEDULE OF WORK:

At the pre-construction conference, the Contractor shall distribute a proposed schedule of work, which shall be subject to the Engineer's approval. (See Section 3, "Prosecution and Completion of Work").

20. LAWS TO BE OBSERVED:

The Contractor shall comply with Chapter 7.22 "Mandatory Recycling" of the La Mesa Municipal Code. The following materials shall be recycled and the Contractor shall provide Affidavit of Recycling for them:

- Dirt
- Sand
- Concrete
- Asphalt
- Rock
- Land Cleaning Brush
- Metal Products

21. NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES)- STORM WATER POLLUTION PREVENTION

The Contractor shall ensure at all times that no construction material, sediment, or non-storm water is permitted to enter the storm drain system.

Upon award of the project and prior to commencement, the Contractor shall submit a detailed Best Management Plan Drawing (BMP) specifying the locations of construction BMP features. Approval from the City's Engineering Department is required prior to project commencement. Once approved, the document shall be incorporated into the Storm Water Pollution and Prevention Plan (SWPPP), which will be furnished by the City of La Mesa at no cost to the Contractor. Updates and inclusions to the SWPPP shall be done by a Qualified SWPPP Practitioner (QSP). All protocol and procedures shall conform to the requirements set forth by the Construction General Permit (CGP). The SWPPP shall be updated as necessary to address site conditions. The SWPPP shall be available at the

site during working hours while construction is occurring and made available upon request by a State inspector or Engineer within 1-hour of request.

All storm water documents shall be uploaded to the storm water transmittal thread in Virtual Project Manager (VPM). The cost of preparation of storm water documents shall be included within the designated water pollution control line item, mobilization cost sum, or incorporated in the contract total amount. No additional payment shall be made for this item. Additionally, the Contractor shall submit BMP condition updates on VPM within the daily reports section as described in Special Provisions Section 23.

The General Contractor's designated QSP shall possess the required certifications and experience as required by the Construction General Permit Section VII.B.3. The QSP shall be responsible for non-storm water and storm water visual observations, sampling and analysis, preparation of the annual compliance evaluation, and the elimination of unauthorized discharges. The QSP shall be onsite daily to evaluate conditions of the site with respect to storm water pollution prevention.

The General Contractor shall indemnify the City of La Mesa, its elected officials, employees, and agents, of any penalties which may arise due to improper placement or maintenance of storm water BMPs. The general contractor is solely responsible for any fines which are issued by regulatory agencies due to storm water BMP negligence, failure, or other violation of the regulatory permits listed in this Section. Contractor's failure to pay such fines shall result in withholding or deducting the fine amount from the Contractor's invoice.

For the purposes of payment, the City of La Mesa will divide the BMP line item lump sum by the number of working days in the project. Upon discovery of improper deployment and/or maintenance of storm water BMPs onsite as per approved plans, the City of La Mesa shall calculate a percentage for each category of BMPs which are effectively deployed onsite. The four equally weighted BMP categories include; erosion control, sediment control, tracking control, and materials management. The City of La Mesa shall release payment of monies based on the percentage of effectively deployed BMP categories for each working day. The City shall have the option to deduct the BMP line item cost, and issue a penalty of \$250.00 per day for non-compliance.

The BMP drawing and updates to the SWPPP shall be in conformance to the City of La Mesa's Ordinances and Storm Water Best Management Practices Guidelines.

- o Contractor shall maintain an effective combination of erosion and sediment Best Management Practices control as directed by the City.
- o Contractor shall inspect and maintain BMPs daily.
- o Contractor shall provide the City with emergency 24-hour telephone number(s) of responsible contractor personnel and details of protective measures, including desilting basins or other temporary drainage and/or control measures.
- o Adequate erosion and sediment control materials and/or BMP devices shall be available on site at convenient locations to facilitate rapid installation or to repair any damaged erosion and sediment control measures when rain is imminent. All removable protective devices shall be in place at the end of each day when the five (5) day rain probability forecast exceeds forty (40) percent.

- o Remove all silt and debris from check berms and desilting basins after a rainstorm and as needed to assure proper operation.
- o Sewer spills, asphalt and debris must not be allowed to discharge into storm drains.
- o Contractor is advised that, based upon actual site conditions, other erosion and sediment control devices, and/or revisions to the Contractor's erosion and sediment control program may be requested by the City Engineer at no cost to City, to satisfy requirements of this article.
- o Provide street cleaning, such as sweeping or vacuuming, at locations around the project site where construction traffic has caused tracking of sediments onto public or private paved streets, roads, and hardscape. Washing or flushing of sediment or debris into adjacent storm drain systems is prohibited.
- o Mechanical sweepers shall be only Vacuum-Type or Regenerative Air Sweepers. Sweeping speed not to exceed 6 mph. At least, two passes shall be made.
- o All stockpiles and material storage areas shall be covered daily per City of La Mesa Jurisdictional Urban Runoff Management Program (JURMP)
- o Street must be cleaned daily before the end of the workday. If excess sediments have tracked onto the streets or if rain is expected, clean the street as often as necessary to keep the street clean at all times or as directed by the Engineer. Remove and dispose of sediments properly.

The Contractor shall also comply with the following requirements:

- City of La Mesa Municipal Code Chapter 7.18 Storm Water Management and Discharge Control
- City of La Mesa Jurisdictional Urban Runoff Management Program (JURMP)
- City of La Mesa Storm Water Best Management Practices Standards, Manual I <http://www.cityoflamesa.com/DocumentView.aspx?DID=2019> and Manual II <http://www.cityoflamesa.com/DocumentView.aspx?DID=107>
- SWRCB Order No. 2009-0009-DWQ, NPDES General Permit No. CAS000002, Waste Discharge Requirements (WDRs) for Discharges of Storm Water Runoff Associated with Construction Activity, September 2009. http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/constpermits/wqo_2009_0009_complete.pdf
- SWRCB Order No. R9-2013-0001, NPDES No. CAS0109266, WDRs for Discharges of Urban Runoff from the Municipal Separate Storm Sewer Systems (MS4S). Draining the Watersheds of the County of San Diego, the incorporated Cities of San Diego County, and the San Diego Unified Port District, adopted May 8, 2013 and as amended by Order No. R9-2015-0001, adopted February 11, 2015. http://www.waterboards.ca.gov/sandiego/water_issues/programs/stormwater/docs/updates030415/2015-0303_Final_Amended_Attachment_No_1_Order_2013-0001.pdf
- California Regional Water Quality Control Board (RWQCB), San Diego Region, Groundwater Extraction Waste Discharges To Surface Waters within the San Diego Region Except for San Diego Bay, Order No. R9-2008-0002, NPDES No. CAG919002. http://www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2008/r9-2008-0002.pdf
- California Regional Water Quality Control Board (RWQCB), San Diego Region, Groundwater Extraction Waste Discharges To Surface Waters within the San Diego Region Except tributary to San Diego Bay, Order No. R9-2007-0034, NPDES No. CAG919001.

[http://www.waterboards.ca.gov/sandiego/board decisions/adopted orders/2007/r9-2007-0034.pdf](http://www.waterboards.ca.gov/sandiego/board%20decisions/adopted%20orders/2007/r9-2007-0034.pdf)

- Caltrans Storm Water Quality Handbooks, Construction Site Best Management Practices Manual, dated March 2003 or latest revision thereof.
[http://www.dot.ca.gov/hq/construc/stormwater/CSBMPM 303 Final.pdf](http://www.dot.ca.gov/hq/construc/stormwater/CSBMPM%20303%20Final.pdf)
- Order No. R9-2002-0020, NPDES No. CAG679001, General Waste Discharge Requirements for Discharges of Hydrostatic Test Water and Potable Water to Surface Waters and Storm Drains or Other Conveyance Systems, San Diego Region.
[http://www.waterboards.ca.gov/sandiego/board decisions/adopted orders/2002/2002 0020.pdf](http://www.waterboards.ca.gov/sandiego/board%20decisions/adopted%20orders/2002/2002%200020.pdf)

22. TERMINATION

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under the Contract Documents, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, the City shall thereupon have the right to terminate the Contractor immediately by giving written notice of such termination and specifying the effective date thereof. In any such event, all finished or unfinished work and materials shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

23. VIRTUAL PROJECT MANAGER (VPM)

VPM allows for paperless documentation and project administration. All posted information is available to all personnel involved with the project at any time using the internet.

The use of VPM by the contractor is mandatory. The contractor shall use the following features: Daily Logs-the contractor shall submit a daily report here. Change Order Manager-contractor requests for change order must be submitted into VPM. Certified payroll shall be submitted electronically on a monthly basis with each pay application to the Certified Payroll Transmittal. Pay applications shall be submitted electronically to the Pay Application Transmittal, and once approved, must include a contractor invoice. An updated schedule shall be submitted with each pay application to the Schedule Transmittal. Submittal shall be submitted electronically (when possible) to the Submittal area. Requests for information (RFIs) shall be submitted electronically in the RFI area.

In order to utilize VPM, the contractor needs a laptop computer, wireless internet access, a digital camera and a scanner. For more information, go to: www.virtual-pm.com.

Access to VPM will be provided by the City at no cost to the contractor.

24. CONSTRUCTION STREET SWEEPING SPECIFICATION

- A. Provide street cleaning, such as sweeping or vacuuming, at locations around the project site where construction traffic has caused tracking of sediments onto public or private paved streets, roads, and hardscape. Washing or flushing of sediment or debris into adjacent storm drain systems is prohibited.

- B. Mechanical sweepers shall be only Vacuum-Type or Regenerative Air Sweepers. Sweeping speed not to exceed 6 mph. At least, two passes shall be made.
- C. Street must be cleaned daily before the end of the workday. If excess sediments have tracked onto the streets or if rain is expected, clean the street as often as necessary to keep the street clean at all times or as directed by the Engineer. Remove and dispose of sediments properly.

25. TRAFFIC CONTROL AND SAFETY PLAN

All traffic control shall comply with Part 6 of the California Manual on Uniform Traffic Control Devices (latest Edition) and San Diego Regional Standards.

Prior to the start of construction, the Contractor shall submit detailed traffic control and safety plans to the City Engineer for approval. Plans must include the type, size and location of signs (including offsite advisory signs), spacing between signs, location and type of barricades, length of transitions, flashers, flagmen, and all safety measures for pedestrians and/or detours for traffic. Traffic control and Safety Plan shall be prepared by a qualified traffic and safety technician. The City will reject the traffic control and safety plan if it does not meet City's submittal requirements and industry standards.

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. The Contractor shall be responsible for all notifications to property owners, including any updates and daily notifications, along with maintaining access to residences. This requirement shall apply continuously and shall not be limited to normal working hours. Refer to Section 7-10.4, "Safety", of Standard Specifications.

The City shall construct project site signs and the Contractor shall mount signs on movable posts or frames and relocate the signs to each construction location. Contractor shall be responsible for maintenance and safety of project site signs.

All construction work associated with the installation of sewer mains within 10 feet of San Diego County Water Authority water mains will be confined from 9:00 p.m. to 5:30 a.m., Sunday through Thursday.

No work that interferes with public traffic on all streets, with the exception of University Avenue, shall be performed between 4:30 p.m. and 7:30 a.m. Monday through Friday, or Saturdays, Sundays and designated legal holidays unless authorized by the City Engineer. The full width of the traveled way shall be open to public traffic when construction operations are not actively in progress.

Temporary skid-resistant steel plating or portable concrete barrier may be required when trenching cannot be secured overnight by backfilling and temporary surfacing. Steel plating is limited and shall be approved by the City Engineer prior to use. If permitted, temporary paving materials shall be used to feather the edges to the plates (6" min.) to minimize wheel impact.

Contractor shall install trench plates flush with ground on streets with a posted speed of 35 mph or greater, or on steep streets where possible trench plate slippage may occur due to the steepness of the roadway.

Trench plate installation shall be per La Mesa Standard Drawings, available on the City's website for download and use.

The Contractor shall be responsible for furnishing and installing all necessary trench plates and k-rails to protect vehicular traffic from any exposed excavation areas.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

No equipment may be stored/parked on Right-of-Way within the construction site unless the following conditions are satisfied:

- a) Equipment may only be stored/parked in parking lanes only. Only some streets have a parking lane.
- b) Contractor has received approval from City Engineer to park/store equipment and flashing barricades are provided for each piece of equipment.
- c) Equipment is parked/stored in a legal section. That is "parking/storage" is NOT allowed at the red curbs or restricted location.
- d) Proper and appropriate safety measures meeting construction safety standards are met.

The Contractor and its crew shall purchase daily parking passes when using parking stalls outside construction work zone in downtown or where there is a parking meter. Such parking permits may be obtained from Downtown Operations/Parking Control at 619/667-1482. The construction zone shall not be arbitrarily extended to allow for personnel parking.

The lump sum price paid for traffic control and site safety shall include full compensation for furnishing the Traffic Control and Safety Plans, all labor (including flagging costs and persons[s] to safely control pedestrian and vehicular traffic), materials (including temporary and permanent striping and signs), tools, equipment and incidentals, and for doing all work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic controls system as specified in the Standard Specifications and these Special Provisions, and as directed by the City Engineer, and no additional compensation will be allowed therefor.

26. MOBILIZATION/DEMOBILIZATION

Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all equipment; furnishing and erecting, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items:

- a. Installing temporary construction power and wiring.
- b. Developing construction water supply.
- c. Providing field office trailers for the Contractor.
- d. Providing on-site sanitary facilities and portable water facilities.
- e. Arranging for and erection of Contractor's work and storage yard.
- f. Submittal of all required subcontractor insurance certificates and bonds.
- g. Obtaining all required permits.
- h. Posting all OSHA required notices and establishment of safety programs.

- i. Have the Contractor's superintendent at the job site full time with a cellular phone.
- j. Final site cleanup.
- k. Demobilization.

Refer to Section 9-3.4, Standard Specifications.

The Contractor's attention is directed to the condition that no payment for mobilization or any part thereof, will be approved for payment under the contract until all mobilization items listed above have been completed as specified. Full compensation for any necessary mobilization required shall be considered as included in the prices paid for the lump sum bid price for Mobilization/Demobilization, and no additional compensation will be allowed therefor. The maximum Mobilization/Demobilization bid shall not exceed six percent (6%) of the total contract amount submitted for the Bid Schedule.

Payment for this Bid Item shall be paid in two portions. At the beginning of the contract, 50% of this Bid Item shall be paid for Mobilization. After 100% of the contract is completed to the satisfaction of the City Engineer, including all punch list items, and the contractor has fully demobilized, the remaining 50% of this Bid Item shall be paid for Demobilization.

Contractor shall re-notify the neighborhood at least 48 hrs in advance and obtain approved and valid TC permit prior to completing the punch list items if such items are not being addressed at the time of construction and deferred to later.

27. CONSTRUCTION SURVEYING AND POTHOLING:

The Contractor will provide the surveying, construction staking, and potholing, which are necessary to complete the work. The cost of any surveying, construction staking and potholing will be paid per lump sum, and no additional compensation will be allowed. All surveying and construction staking as required to construct SDG&E facilities shall be self-performed by SDG&E, unless otherwise approved.

Contractor shall preserve existing property monuments. Existing property and survey monuments disturbed or destroyed by the Contractor's operation during construction shall be replaced by a licensed civil engineer or land surveyor, and corner records shall be recorded with the San Diego County Recorder's Office in conformance with the California Land Surveyor's Act. This work shall be considered as included in the prices paid for other related items of work, and no additional compensation will be allowed therefor. A copy of all corner records shall be furnished to the City at no additional compensation.

28. CAL-OSHA PERMIT:

The Contractor is required to obtain a permit from the Division of Occupational Safety & Health (DOSH) for construction of trenches or excavations which are five feet or deeper and into which a person is required to descend.

29. ADVANCE NOTICE:

The Contractor shall give advance notice in writing, of at least five (5) working days prior to commencement of work, to all property owners, residences and business centers affected by the construction of this project. Work shall not commence without providing the Engineer proof of advanced notification.

Contractor shall post and maintain No-Parking signs with the correct activity date and time for construction notification, paving notification, and/or work zone notification at least 48 hours in advance of commencement of work. This notification shall apply to all construction work and re-notification of affected residences for work that has been suspended for at least fourteen (14) calendar days.

Contractor shall re-notify the neighborhood at least 48 hours in advance and obtain approved and valid TC permit prior to completing the punch list items if such items are not being addressed at the time of construction and are deferred to a later date.

30. PERMISSION FROM PROPERTY OWNERS:

The Contractor's attention is directed to Section 2-8, "Right-of-Way", of the Standard Specifications. The Contractor shall obtain permission from property owners affected by construction activities, construction debris, discarded materials and construction materials stored on private property.

A copy of these permissions shall be filed with the City of La Mesa/Engineering Department.

31. PROPERTY ACCESS:

Contractor shall maintain access to businesses and private property during construction of the project. Property owners shall be notified two days in advance when access to their property will be limited. Skid-resistant plates may be used to maintain continuous access.

32. STAGING AREA:

Contractor shall submit to the City the location of Contractor's staging area for prior approval. A storage yard may be furnished by the City Engineer upon availability of space and approval of storage yard layout as submitted by the Contractor.

Staging Area: No equipment may be stored nor parked on Right-of-Way within the construction site unless the following conditions are satisfied:

- a. Equipment may only be stored or parked in parking lanes only if such lane exists within the construction zone.
- b. Contractor has received approval from City Engineer to park or store equipment.
- c. Equipment is parked or stored in a legal section. That is, parking or storage is NOT allowed at red curbs or restricted locations.
- d. Proper and appropriate safety measures conforming to construction safety standards are met.
- e. All equipment parked overnight must be parked behind flashing barricades.

All materials removed shall be disposed of away from the project at an approved site. The Contractor shall immediately clean, sweep, and vacuum the street after each removal. The temporary storage of excavated material along the public right-of-way or at private property shall not be allowed. When hauling is done over the public streets, loads shall be trimmed and watered to eliminate spillage and dust. Prior to final inspection, the Contractor shall submit a signed affidavit stating that all trash, debris and removed material and excavation has been disposed of in a legal manner. The removal and disposal of all the materials shall be in accordance with applicable subsections of Section 300 of the Standard Specifications.

The Contractor shall place his own or rent from EDCO a construction dumpster to dispose of all trash, debris and construction waste on a daily basis. Contractor shall maintain the dumpster and have it emptied as needed or as ordered by the City. No trash shall be allowed to be stored on any job site. Contractor shall apply for a permit from the Engineering Dept. to place the dumpster. Cost of renting and placement of the dumpster is part of each item of this contract and no additional payment shall be made to the contractor. Failure to comply with the above within 24 hours of a request made by the City may result in the City deducting all costs associated with remedying the trash removal by other means from the contract.

33. WATER FOR CONSTRUCTION PURPOSES:

The Contractor shall purchase all water required for construction, including water for flushing. Contractor shall obtain the water meter from the Helix Water District and shall pay Helix Water District all applicable fees at no additional cost to the City. The two and one-half inch (2-1/2") port shall be free for use in the event of fire.

Water meters may be rented for a fee by contacting Helix Water District.

34. PAYMENT FOR ITEMS NOT INCLUDED IN THE PROPOSAL

Payment for any item not included in the proposal but required to be performed by the Contractor in accordance with either the plans or specifications, or performance of work according to industry standards, shall be considered to be included in the payment for other contract items of work and no separate payment will be allowed therefor.

35. ONE-YEAR GUARANTEE ADDED

In addition to guarantees required in General Conditions, all materials shall be guaranteed by Contractor for a period of one (1) year from the date of acceptance of work by City. Should any defects develop during this period in materials or faulty workmanship, the Contractor shall furnish all necessary labor and materials to correct defect, without any additional cost to City.

36. REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all surface and subsurface water entering the excavations or other parts of the work to the satisfaction of the City Engineer. This may include, but not be limited to, coffer dams, well points, piping, pumps, French drains, etc., as necessary to accomplish the above.

Disposal of water from de-watering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to, but is not limited to, the following regulations, Porter-Cologne Water Quality Control Act, 1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

37. Record Keeping-Record Drawings

The Contractor shall keep accurate construction records on a set of project prints of all additions and deletion to the work, and of all changes in location, elevation and character of the work not otherwise shown on contract documents. Prior to acceptance of the work, the Contractor shall furnish such "RECORD or As-Built" information to the engineer for approval. Payment for maintaining "As-Built" records shall be considered as included in other items of work and no separate payment will be made therefore.

38. Project Signage

The Contractor shall post a minimum of two (2) signs at least four feet tall by eight feet wide made of 3/4-inch exterior grade plywood at prominent locations and as approved by the Engineer. The contractor shall maintain the signs in good condition for the duration of the construction period. The sign shall include the Project Title, the City's color logo, and a project description. All content is available electronically through City Staff by request. A draft of the sign shall be submitted to the Engineer for approval prior to the fabrication and posting of the sign.

39. Contract Milestones, Schedule Restrictions and Coordination between Contractors

Contract Milestones, schedule restrictions and mandatory coordination efforts apply to the contract work and are stipulated in Section 6-1 of the Special Provisions. No exceptions to the conditions set forth in this section or any other portion of the Contract Documents that stipulates working hours, order of operations, sequencing, phasing, moratoriums, or any other schedule/operational constraint will be granted unless otherwise approved by the City Engineer.

CALTRANS LOCAL ASSISTANCE PROVISIONS FOR FEDERALLY FUNDED PROJECTS

1. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of La Mesa.

This work shall be diligently prosecuted to completion before the expiration of **25** WORKING DAYS beginning on the fifteenth calendar day after approval of the Notice to Proceed.

The Contractor shall pay to the City of La Mesa the sum of **\$500.00** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

2. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

3. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

4. PERFORMANCE OF SUBCONTRACTORS

The subcontractors listed by the Contractor in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, shall perform the work and supply the materials for which they are listed unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

The Contractor should notify the Engineer in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

4. (A) SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting", and these special provisions.

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

Do not use a debarred contractor. Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>.

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

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed.

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

4. (B) PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay a subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. Federal regulation (49 CFR 26.29) requires that any delay or postponement of payment over 30 days of receipt of each payment may take place only for good cause and with the agency's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late

payment, or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

4. (C) PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency.

Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Bid No. 23-01

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama Eureka, CA	6.8
175	Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	16.1
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
8120 Stockton, CA CA San Joaquin	24.3	
Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8	
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA CA Fresno	26.1
	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange	11.9
180	4480 Los Angeles-Long Beach, CA CA Los Angeles	28.3
	6000 Oxnard-Simi Valley-Ventura, CA CA Ventura	21.5
	6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino	19.0
	7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara	19.7
	Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	24.6
	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego	16.9
181	Non-SMSA Counties CA Imperial	18.2

For the last full week in July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by NOVEMBER 22.

6. FEDERAL TRAINEE PROGRAM

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

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of _____:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County's of _____ approval for this submitted information before you start work. The City/County of _____ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type

for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

7. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

8. USE OF UNITED STATES - FLAG VESSELS

The CONTRACTOR agrees -

1. To utilize privately owned United States - flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and

tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States - flag commercial vessels.

2. To Furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Maintain records and submit reports documenting your performance under this section

CITY OF LA MESA
EL CAJON BLVD AND JESSIE AVE TRAFFIC SAFETY IMPROVEMENTS PROJECT

SPECIAL PROVISIONS

**MODIFICATIONS TO THE 2021 "GREENBOOK" STANDARD SPECIFICATIONS FOR
PUBLIC WORKS CONSTRUCTION**

PART 1 - GENERAL PROVISIONS

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

Part 1 shall conform to Part 1 of the 2021 "Greenbook" Standard Specifications for Public Works Construction, including regional Supplement Amendments, except for the following changes and/or additions, and shall be performed in accordance with San Diego Regional Standard Drawings. In case of discrepancy, these special provisions shall take precedence. Copies of pertinent standard drawings are enclosed with these documents for the Contractor's convenience. However, this does not relieve the Contractor from obtaining appropriate drawings, if the standard drawing is not included. References to these various standards have been made in these special provisions. These references apply directly to the work the Contractor is to perform.

1-3 ABBREVIATIONS, ADD the following:

CITY - CITY of La Mesa
HAWK - High-Intensity Activated Crosswalk
SDG&E - San Diego Gas & Electric

SECTION 2 - SCOPE OF THE WORK

2-2 PERMITS, REPLACE the following:

The Contractor shall obtain and pay for all costs incurred for all permits necessary to perform the Work and necessitated by its operations. The Contractor shall pay all business taxes or license fees that are required for the Work.

The Contractor is required to obtain an encroachment permit with the CITY. The permit shall be accompanied with the traffic control plans. The CITY will waive the usual encroachment permit fees.

SECTION 3 - CONTROL OF THE WORK

3-5 INSPECTION, ADD the following:

In the event inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall bear the costs of corrective measures as required by the Engineer. Said costs shall be deducted from Contract and include, but not be limited to, subsequent re-inspections and re-testing, travel time and overtime labor rates where applicable.

All deductive labor charges applied to the Contract shall be calculated

using the current established rates for CITY Staff assigned to the project. In the event a third party or contract inspections services are used by the CITY, calculations of costs shall be based on the established contract rate for third party inspection staff assigned.

3-7 CONTRACT DOCUMENTS

3.7.1 GENERAL, ADD the following:

The Contractor shall maintain a complete set of contract documents and submittals in the field, including plans and specifications, addenda, change orders and test reports. These items shall be kept in good order, not used for construction purposes, and accessible to the Field Engineer and Resident Engineer at any time. These documents shall be kept current with all changes made or discovered during the course of construction, and shall be turned over to the Resident Engineer in the form of "as built" drawings, as required herein.

3-8 SUBMITTALS

3-8.1 GENERAL, ADD the following:

Within a minimum of 10 working days prior to anticipated construction, the Contractor shall submit all documentation pertaining to the materials and method of execution proposed to satisfy the requirements of these specifications. The Engineer's approval is required prior to the committing of any materials or the commencement of any work.

The Engineer shall either approve or disapprove each submitted item within 20 calendar days of submittal subject to the completeness of the Contractor's submittal. Actual elapsed time for the Engineer's review is dependent upon the completeness and appropriateness of the documentation being submitted. Any deficiencies in the Contractor's submittals shall introduce additional time for approval. Any delays caused by such deficiencies shall not be grounds for extension of project completion dates. The Contractor shall anticipate review intervals and schedule submittals accordingly, so as to ensure the project's progress.

The Engineer's approval of any submitted documentation shall in no way relieve the Contractor from compliance with the performance requirements as specified herein. Submittals required by this item shall include, but not be limited to, the following:

- Best Management Practices Plan
- Traffic Control and Safety Plan
- Demolition plan
- Concrete mix and method
- Asphalt mix and method
- Signal Poles and Mast Arms
- Pedestrian Push Button with APS System
- Countdown Signal Heads
- Signage and Striping
- Street Light Relocation
- Signal Controller and Cabinet Enclosure
- Fiber Switch
- Service pedestal

Supervision of the materials and installation requirements, as specified herein, shall be provided to insure a complete and proper redesign of sidewalk and street, and a functioning pedestrian crosswalk system. All test results and installations shall be certified and submitted to the Engineer prior to final acceptance and payment.

3-8.2 WORKING DRAWINGS, ADD the following:

The Contractor shall keep accurate construction records on a set of project prints of all additions and deletions to the work, and of all changes in location, elevation and character of the work not otherwise shown on contract documents. Prior to acceptance of the work, the Contractor shall furnish such "As-Built" information to the Engineer on a clean set of plans for approval. Payment for maintaining "As-Built" records shall be considered as included in other items of work and no separate payment will be made therefore.

3-8.3 SHOP DRAWINGS, ADD the following:

All submitted product data shall be legible and be the most up to date information provided by the manufacturer. Any data sheets provided which are dated beyond the last two years shall be accompanied by a letter or certification by the manufacturer that it is the most current information available. Failure to provide such information shall be grounds for rejection of that item. If multiple options are shown on the same data sheet, the item which is being proposed shall be clearly identified by underlining or some other form.

3-12 WORK SITE MAINTENANCE

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 GENERAL, ADD the following:

Contractor shall be responsible for protection of existing storm drain facilities from the entrance of tack coat wash, saw cutting sludge and other pollutants. Contractor shall utilize Best Management Practices (BMPs) during the construction operations and conform to all local, state, and federal regulations regarding pollutants and their control.

3-12.6.5 PAYMENT, ADD the following:

Payment for Water Pollution Control shall be paid for at the Contract Lump Sum Price as shown in the bid. The lump sum price shall include full compensation for furnishing all labor, materials, equipment and incidentals necessary to perform the work, complete and in place. The work includes, but is not limited to, preparation of a Site Storm Water Pollution Prevention Plan (Plan showing BMP layout) and implementation of Best Management Practices (BMPs), submittal costs, temporary and permanent improvements, such as gravel dams, silt fencing, site clean-up, silt removal, vehicle clean-off areas, etc., as required to meet the Federal, State, and local Regional Water Quality Control Board and City of La Mesa requirements for water pollutant control. The contractor shall submit their BMP plans for approval prior to start of the construction. This plan shall be used to measure for the payment.

No additional compensation for this work is allowed. This item will be paid

for on daily basis over the contract time and daily completion of BMP activities (e.g. sweeping) and satisfactory maintenance and good working conditions of BMP facilities (e.g. replacement of broken gravel bags).

SECTION 4 - CONTROL OF MATERIALS

4-3 INSPECTION

4-3.1 GENERAL, ADD the following:

The CITY will pay for inspection and materials testing. The Contractor shall pay for retests and re-inspections due to failure to meet specifications. Requests for inspections shall be made at least 24 hours in advance of need.

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6-1.1 CONSTRUCTION SCHEDULE, ADD the following:

The Contractor's proposed construction Schedule shall be submitted to the Engineer via Virtual Project Manager (VPM) within ten (10) working days after the date of the Notice of Award of contract.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the respective Contractor to review the proposed Construction Schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

SECTION 7 - MEASUREMENT AND PAYMENT

7-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

7-1.1 GENERAL, ADD the following:

Scaled dimensions are approximate. Before ordering materials or commencing work which is dependent on proper size and installation, the Contractor shall verify all dimensions and quantities by taking measurements in the field, and shall be responsible for their correctness. Any discrepancies between the contract documents and actual site conditions shall be reported to the Resident Engineer for adjustment before any work affected is begun.

7-3 PAYMENT

7-3.4 MOBILIZATION, ADD the following:

The payment item for Mobilization shall also include Demobilization and removal of all equipment, tools, materials, and personnel from the site, as well as any and all other overhead costs due to the project not listed as separate bid items. Fifty percent of the lump sum line item may be paid after mobilization. The remaining fifty percent shall not be paid until after the contractor has completed all work including punch list items and removed all equipment and materials from the job site and the surrounding area has been satisfactorily cleaned.

PART 2 - CONSTRUCTION MATERIALS

PART 2 SHALL CONFORM TO PART 2 OF THE 2021 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, INCLUDING SUPPLEMENT AMENDMENTS, EXCEPT FOR THE FOLLOWING CHANGES AND/OR ADDITIONS:

If any of the sections or part of sections below contradict or are not in conformance with current California Codes and Regulations at the time of bidding, the Contractor will assume that the current California Codes and Regulations supersedes that item in these specifications unless it is specifically called out to modify or supersede the current code or regulation. When there are two or more specifications for the same item or work the Contractor shall bid the more expensive item or work specified.

SECTION 200 - ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS

200-2.1 GENERAL, REMOVE first paragraph and REPLACE with the following:

The material for use as untreated base for the asphalt pavement shall be classified as Crushed Aggregate Base.

202-2.2 CRUSHED AGGREGATE BASE

202-2.2.1 GENERAL, ADD the following:

The Contractor shall use either 1-1/2 inch maximum or 3/4 inch maximum size aggregate, conforming to the grading and quality requirements specified in Table 200-2.2.2 and Table 200-2.2.3, respectively.

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1.1 GENERAL, ADD the following:

Contractor shall submit concrete mix design at least 15 working days prior to commencement of work. Concrete mix design must conform to ASTM C 94, except as modified by these specifications.

201-1.1.2 CONCRETE SPECIFIED BY CLASS AND ALTERNATE CLASS, ADD the following:

The Concrete class and maximum slump for the various types of construction shall follow the specifications used in Table 201-1.1.2 under the "Street Surface Improvements" section and shall conform to Concrete Class 520-C-2500, with a maximum slump of four inches (4").

201-1.2 MATERIALS

201-1.2.1 CEMENT, ADD the following

The cement used for the various types of construction shall be either Type II or Type IV Portland Cement, conforming to ASTM C 150. The cement shall contain no more than 8 percent tricalcium aluminate and maximum equivalent

alkalis of 0.60 percent.

201-1.2.2 AGGREGATES, ADD the following:

Aggregates shall comply with ASTM C 33 and shall be free from asbestos and any substance that will react with the cement alkalis.

SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.5 TYPE III ASPHALT CONCRETE MIXTURES, ADD the following:

The asphalt mix design shall substantially conform to III-C2-PG-64-10-R20 with 1/2 inch maximum aggregate size or as approved by the CITY.

Contractor shall submit asphalt concrete mix design at least 15 working days prior to commencement of work. Asphalt concrete mix design must conform to section 203-6.5, except as modified by these specifications.

SECTION 217 - BEDDING AND BACKFILL MATERIALS

217-2 TRENCH AND BACKFILL MATERIALS

217-2.1 GENERAL, ADD the following:

Materials for compacted fill shall consist of any soil excavated from the cut areas or imported to the site that, as approved by the Engineer, is suitable for use in construction of fills. In general, fill materials can be classified as soil fills, soil-rock fills or rock fills, as defined below. If not specified on the plans, the unclassified fill shall conform to the soil-rock fill criteria below.

Soil Fill is defined as fills containing no rocks or hard lumps greater than 2 inches in maximum dimension and containing at least 40 percent by weight of material smaller than 3/4 inch in size.

Soil-Rock Fill is defined as fills containing no rocks or hard lumps larger than 4 inches in maximum dimension and containing a sufficient matrix of soil fill to allow for proper compaction of soil fill around the rock fragments or hard lumps as indicated in these specifications.

Rock Fill is defined as fills containing no rocks or hard lumps larger than 6 inches in maximum dimension and containing little or no fines. Fines are defined as material smaller than 3/4 inch in maximum dimension. The quantity of fines shall be less than approximately 20 percent of the rock fill quantity.

Material of a perishable, spongy, or otherwise unsuitable nature as determined by the Engineer shall not be used in fills.

Materials used for fill, either imported or on-site, shall not contain hazardous materials as defined by the California Code of Regulations, Title 22, Division 4, Chapter 30, Articles 9 and 10; 40CFR; and any other applicable local, state or federal laws. The Engineer shall not be responsible for the

identification or analysis of the potential presence of hazardous materials. However, if observations, odors or soil discoloration cause Engineer to suspect the presence of hazardous materials, the Engineer may request from the Contractor the termination of grading operations within the affected area. Prior to resuming grading operations, the Contractor shall provide a written report to the Engineer indicating that the suspected materials are not hazardous as defined by applicable laws and regulations.

Representative samples of soil materials to be used for fill shall be tested in the laboratory by the CITY to determine the maximum density, optimum moisture content, and, where appropriate, shear strength, expansion, and gradation characteristics of the soil.

ADD: SECTION 218 - DETECTABLE WARNING SYSTEMS

ADD: 218-1 TRUNCATED DOME

ADD: 218-1.1 GENERAL

This work shall consist of furnishing all material, equipment, and labor necessary for the placement of detectable warning devices at curb ramps or other walking surfaces, complete and ready for service at locations shown on the plans.

All new products shall receive prior approval by the Resident Engineer. New products shall be submitted for review and approval ten days prior to bid opening. Detectable warning surface shall comply with current ADA requirements and shall consist of: ArmorCast 24"x 48" truncated domes or approved equivalent and shall be wet set (cast in place) unless otherwise shown on plans.

Detectable warning surfaces shall be textured to provide slip resistance and shall contrast visually with adjacent walking surfaces either light-on-dark, or dark-on-light. The color of truncated domes shall be Seattle Yellow, as the CITY Engineer. Paints of other surface coatings shall not be used.

Detectable warning surfaces shall extend 24 inches in the direction of travel and the full width of the curb ramp, landing, or blended transition.

PART 3 - CONSTRUCTION METHODS

PART 3 SHALL CONFORM TO PART 3 OF THE 2021 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, INCLUDING SUPPLEMENT AMENDMENTS, EXCEPT FOR THE FOLLOWING CHANGES AND/OR ADDITIONS:

If any of the sections or part of sections below contradict or are not in conformance with current California Codes and Regulations at the time of bidding, the Contractor will assume that the current California Codes and Regulations supersedes that item in these specifications unless it is specifically called out to modify or supersede the current code or regulation. When there are two or more specifications for the same item or work the Contractor shall bid the more expensive item or work specified.

SECTION 301 - SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.2 PREPARATION OF SUBGRADE, ADD the following:

All excavations shall be backfilled with materials and to a grade as shown on the plans and to the satisfactory of the CITY. The areas to be backfilled shall be inspected and approved by CITY prior to the placement of any backfill.

Any backfill material placed or compacted without compliance with the requirements of these Special Provisions shall be deemed as unauthorized work.

Material to be placed as fill for excavations and depressions shall be placed in horizontal, uniform layers, not to exceed eight (8) inches in thickness, before compaction; each layer is to be brought to optimum moisture content and thoroughly compacted to a relative compaction of not less than 90% relative dance with ASTM 1557, Method C.

Backfill shall be well-graded, pervious material containing no large rock or other deleterious material. The material shall be approved by the CITY prior to its use.

The Contractor shall give a two-day notice prior to the placement of any backfill. The Contractor shall notify the inspector prior to soils testing. All failed tests and re-testing shall be the responsibility of the Contractor with no additional cost to the CITY.

Rolling shall be accomplished while the fill material is at the desired moisture content. Rolling of each layer shall be continuous over its entire area and sufficient trips shall be made by the rolling equipment to ensure that the desired relative compaction has been obtained.

If the moisture content of the fill material is below the amount necessary to create the desired density, the proper amount of water shall be added. Similarly, if the moisture content of the fill is above the amount necessary to create the desired density, the fill material shall be aerated by blading or other satisfactory method until the moisture content of the fill material is satisfactory.

301-1.7 PAYMENT, ADD the following:

Payment for preparing the subgrade for the various types of construction shall be included in the Contract bid item unit price for which subgrade preparation is required and no additional compensations for this work shall be allowed unless specified as separate bid items

301-2 UNTREATED BASE

301-2.2 SPREADING, ADD the following:

The untreated base shall be spread uniformly onto the subgrade and compacted tightly to form a stable base, until the required depth is reached, as shown on the plans and to the satisfaction of the Engineer.

301-2.4 MEASUREMENT AND PAYMENT, ADD the following:

Payment for furnishing Crushed Aggregate Base for AC Paving shall be paid for at the Contract Unit Price per cubic yard (CY) as shown in the bid. Quantity of base material shall be those compacted in place within the limits of the dimensions as shown on the Plans, and shall include the cost of compacting the top 12" of subgrade to 95%.

Payment for furnishing Class II Aggregate Base for Concrete Structures shall be paid for at the Contract Unit Price per cubic yard (CY) as shown in the bid. Quantity of base material shall be those compacted in place within the limits of the dimensions as shown on the Plans.

SECTION 302 - ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 GENERAL, ADD the following:

All underground facilities shall be installed, and all adjustments of utilities shall be made prior to surfacing or resurfacing of streets and access ways.

302-5.5 DISTRIBUTION AND SPREADING, ADD the following:

The depositing, distributing and spreading of the asphalt concrete shall be accomplished in a single, continuous operation by means of a self-propelled mechanical spreading and finishing machine designed especially for that purpose, except in those instances in which, due to the nature or location of the work, it would be impractical as agreed upon by the CITY Engineer. The machine shall be equipped with a screed or strike-off assembly capable of being accurately regulated and adjusted to distribute a layer of material to a definite predetermined thickness.

The surfacing shall consist of applying asphalt concrete upon the existing roadbed to a thickness indicated in the contract documents.

- A. Surfacing shall be continuous through all intersections between the limits of work segment, with the following exceptions:

1. At the beginning and end of work segments, the intersection shall not be resurfaced unless shown otherwise. The prolongations of the near curb line adjacent to the work shall define the limits.
 2. Where otherwise directed by the CITY Engineer.
- B. Asphaltic material shall be hand-raked to remove coarse aggregate and feathered allowing the fine material to cover the existing street surface adjacent to concrete gutters and concrete cross gutters.
 - C. In all cases, extreme care shall be taken to prevent blocked drainage.
 - D. The Contractor shall unplug drains plugged by paving operations and shall rake asphalt into, or away from, existing driveways to provide smooth access and proper drainage to the gutter of the resurfaced street.
 - E. When tack coating, no more of the surface shall be tacked than will be overlaid the same day.
 - F. On street segments over five percent (5%) grade, the A/C lay down shall be placed uphill, unless impractical; the determination shall be made by the CITY Engineer.
 - G. All manholes, valves caps or vaults existing in the street to be resurfaced shall be windowed. (A small hole placed in the asphalt over the manhole, valve cap or vault) and adjusted to grade in accordance with Section 403-3. The adjustments to finished grade of water or gas appurtenances shall be done by others.
 - H. The Contractor shall treat any new weed growth with water-soluble contact herbicides, and remove all vegetation matter from the area to be resurfaces, as directed by the CITY Engineer, or a minimum of twenty-four (24) hours before applying the tack coat. Only a licensed worker may do this.

302-5.9 MEASUREMENT AND PAYMENT, ADD the following:

Payment for Asphalt Concrete Paving shall be paid for at the Contract Unit Price per ton (TON), and shall include full compensation for furnishing all labor, materials, equipment and incidentals necessary to perform the work, including tack coat application to existing surfaces; ripping, stockpiling, grinding, permits, disposal fees, etc.; complete and in place, as specified in the Standard Specifications, these Special Provisions and as directed by the CITY Engineer. Street Section to be per the geotechnical engineers recommendations and construction drawings. Backfill to depths lower than the recommended street section shall be Crushed Aggregate Base and shall be included in the unit price for Crushed Aggregate Base.

The Contractor shall furnish to the CITY Engineer at the time of delivery of the material to the job site a legible copy of a licensed weigh master's certificate showing gross, tare and net weights of each truckload of asphalt concrete mixture, as well as jobsite location, time and temperature. Failure of the Contractor to provide a certificate to the CITY Engineer by the end of the day on which the material represented by such certificate is delivered to the job site may, at the discretion of the CITY Engineer, result in the forfeiture of all payment for such material, including any labor and equipment costs included in the price for furnishing and placing the asphalt concrete pavement.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES

303-1.1 GENERAL, ADD the following:

This section will also include all types of storm drain structures.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303.5.1 REQUIREMENTS

303.5.1.1 GENERAL, ADD the following:

All concrete work adjacent to proposed sidewalk shall be constructed to be monolithic with the sidewalk, including all curbs, or curb and gutter combinations.

All concrete items proposed in the plans and these specifications including Concrete Medians, Curbs, Sidewalk, Gutters, Cross Gutters, Access Ramps, Curb Ramps, and Driveways shall conform to Section 201 and 303-5 of the Standard Specifications and to these Special Provisions.

Portland Cement Concrete Aggregates shall meet the requirements of Section 200-1.4 or 200-1.5.3 of the Standard Specifications.

Placement of Portland Cement Concrete shall meet the requirements of Section 303-1 of the Standard Specifications.

This work shall also consist of preparing the area on which the concrete work is to be placed, which shall include preparation of sub-grade, removal of tree roots in accordance with these Special Provisions.

All concrete structures shall be constructed on a minimum of 3 inches of Class II Aggregate Base compacted to 95 percent relative compaction, unless a greater thickness is specified on the plans. Pay for the Class II Aggregate base is included in the bid list for Class II Aggregate Base.

The following types of miscellaneous concrete items are included:

CONCRETE CURB AND GUTTER, SIDEWALK, CONCRETE CURB RAMP, MEDIAN CURB, CROSS-GUTTER, PORTLAND CEMENT CONCRETE PAVEMENT, DRIVEWAY.

These items shall be constructed as indicated and Section 303-5 of the Standard Specifications. Concrete class shall be as specified in the improvement plans and the San Diego Standard Regional Drawing (SDRSD).

Control joints must be hand-tooled and not saw cut, and constructed per the San Diego Regional Standard Drawings (SDRSD).

ADD the following: 303-5.1.4 CONCRETE SIDEWALKS

Place, float, apply light broom finish, and edge concrete within the area of pour. Install hand-tooled joints at 5'-0" grid perpendicularly to back of curb. Grid shall begin at 'points of beginning' as indicated on the drawings and shall match up to edges of proposed improvements such as tree gate frames. Install expansion joints as indicated on the drawings. Grid tooling finish shall match approved paving sample finish submitted for approval by

CITY Engineer a minimum of 48 hours prior to pour.

ADD: 303-5.1.4 MISCELLANEOUS CONCRETE REPAIRS AND REPLACEMENT:

ADD: 303-5.1.4.1 REPAIR/REPLACE SIDEWALK:

In locations indicated on plan, the sidewalk shall be saw cut to nearest joint, removed and replaced with new PCC sidewalk. The new construction shall meet existing grade unless directed otherwise by the CITY Engineer. Joints shall be aligned with existing joints to match existing pattern. All sidewalk repairs shall conform to the Standard Specifications for concrete work and the standard drawings.

303-5.9 MEASUREMENT AND PAYMENT, ADD the following:

Payment for concrete sidewalks shall be paid at the Contract Unit Price per square foot (SF) as shown in the Bid, and shall include full compensation for furnishing all labor, materials, equipment necessary to perform the work, including preparing the subgrade and base; complete in place, as specified in the Standard Specifications, these Special Provisions and as directed by the CITY Engineer.

Payment for concrete curbs and gutters shall be paid at the Contract Unit Price per linear foot (LF) as shown in the Bid, and shall include full compensation for furnishing all labor, materials, equipment necessary to perform the work, including preparing the subgrade and base; complete in place, as specified in the Standard Specifications, these Special Provisions and as directed by the CITY Engineer.

Payment for concrete cross gutter shall be paid at the Contract Unit Price per square foot (SF) as shown in the Bid, and shall include full compensation for furnishing all labor, materials, equipment necessary to perform the work, including preparing the subgrade and base; complete in place, as specified in the Standard Specifications, these Special Provisions and as directed by the CITY Engineer.

Payment for concrete curb ramps shall be paid at the Contract Unit Price per each (EA) as shown in the Bid, and shall include full compensation for furnishing all labor, materials, equipment necessary to perform the work, including preparing the subgrade and base; complete in place, as specified in the Standard Specifications, these Special Provisions and as directed by the CITY Engineer.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1 GENERAL, ADD the following:

The Contractor shall replace all striping, legends, markings, markers and any other directional information affected by construction. Unless specifically noted on the contract drawings, all striping, legends, markers and all other directional information shall be replaced in the original location. Traffic striping shall conform to California MUTCD and State Amendments, and State Standard Plans. Traffic control shall be per California MUTCD (per General Notes indicated on Contract Plan). Stop bars, crosswalks, directional information, legends, and legend markings shall be replaced with

preformed thermoplastic and applied per Section 84-2.04 of Caltrans Standard Specifications for local roads. Pavement legends shall conform to CITY stencils. All striping shall be reflectorized. Lane lines shall have three coats of paint.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS:

314-4.2 CONTROL OF ALIGNMENT AND LAYOUT

314-4.2.1 GENERAL, ADD the following:

The Contractor shall be fully responsible for any and all layout work. The Contractor shall establish all traffic striping between control points by string line or other methods to provide striping that will not vary more than one-half inch in fifty feet from specified alignment. Paint shall not be applied until the layout of the surface has been approved by the CITY Engineer.

314-4.3 PAINT TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS:

314-4.3.1 GENERAL, ADD the following:

Paint shall be mixed in accordance with manufacturer's instructions. It shall be mixed thoroughly and applied to the surface at the proper temperature, at its original consistency without the addition of any paint thinner. Three coats of paint shall be applied in total. The second coat shall be applied a minimum of two weeks after the first coat but no more than 4 weeks afterwards and the third coat may be applied after the 2nd coat is thoroughly dry to the satisfaction of the CITY.

314-4.3.7 PAYMENT, ADD the following:

Payment for all painted traffic striping and curb and pavement markings as shown in the Signing and Striping plan, and shall be paid for at the Contract Lump Sum Price (LS). It shall include full compensation for furnishing all labor, materials, tools, and equipment necessary to complete this work in conformity with the plans, permits, and specifications and no additional compensation will be made therefore. All costs of temporary pavement painting for the convenience of the contractor, including costs for sandblasting of existing lines and markings shall be at its expense.

314-4.4 THERMOPLASTIC TRAFFIC STRIPING AND PAVEMENT MARKINGS

314-4.4.4 APPLICATION, ADD the following:

Before applying preformed thermoplastic on concrete surfaces, there shall be a primer coat consisting of either a two-component epoxy or a 10 percent solution of buna N rubber in methylethyl ketone applied ½ hour before application of the preformed thermoplastic.

314-4.4.6 PAYMENT, ADD the following:

Payment for all thermoplastic traffic striping and pavement markings as shown in the Signing and Striping plan, and shall be paid for at the Contract Lump Sum Price (LS). It shall include full compensation for furnishing all labor, materials, tools, and equipment necessary to complete this work in conformity with the plans, permits, and specifications and no additional

compensation will be made therefore. All costs of temporary pavement painting for the convenience of the contractor, including costs for sandblasting of existing lines and markings shall be at its expense.

ADD: SECTION 315 - DETECTABLE WARNING - TRUNCATED DOMES

ADD: 315-1 TRUNCATED DOMES

ADD: 315-1.1 GENERAL

Detectable warning devices shall be installed in accordance with manufacturer's specifications, except as modified by this specification or as otherwise specified on the plans. The finished surface shall be uniformly profiled to match the adjoining surfaces without lips, obstructions and shall drain completely.

The contractor shall warrant the installed surface to last no less than five years without losing more than two percent of the truncated dome due to delaminating as a result of the product failure, and shall further warrant the surface of a minimum of five years against fading, chipping, peeling, cracking, or loss of original shade due to sight, salt or exposure to weathering.

The number of detectable warning devices shall be the actual number of individual surfaces furnished and in place, complete and accepted. This item shall be complete and include all work necessary to provide a complete and useable detectable warning device. This shall include but not be limited to: layout, saw-cutting, removal, concrete and cement base materials, bedding, surface preparation, grinding, leveling, surface sealant, and repair of adjoining areas disturbed by the installation of the detectable warning surface.

ADD: 315-1.2 INSTALLATION

The Contractor shall follow the manufacturer's specifications for installation of truncated dome product onto Portland Concrete Cement surface.

Detectable warning surface shall be laid so that the center aligns with a straightedge placed both perpendicular and parallel with the direction of travel. Dome Alignment may not differ by more than 1/4 inch.

The detectable warning surface shall be located so that the edge nearest the curb line is 6 inches minimum and 8 inches maximum from the face of the curb line.

Domes shall be aligned on a square grid, aligned in rows parallel and perpendicular to the predominant direction of travel. Domes must not be skewed the direction of travel.

ADD: 315-2 PAYMENT:

Payment for the detectable warning surface shall be considered as included in the various types of Concrete Curb Ramp bid items for which they are required, and no additional compensation for this work shall be allowed unless specified as separate bid items.

ADD: SECTION 316 - TRAFFIC SIGN INSTALLATION

ADD: 316-1 GENERAL

This work shall consist of furnishing and installing roadside signs in conformance with the current edition of the California Manual of Uniform Traffic Control Devices.

ADD: 316-2 PAYMENT

Payment for street signage modification shall be considered as included in the lump sum bid item for Signing and Striping and shall include full compensation for furnishing all labor, materials, equipment and incidentals necessary to remove, replace, and install all traffic signage or provision of new signage as specified in the Contract Documents, Standard Specifications, these Special Provisions, the U.S. Department of Transportation, Federal Highway Administration 'Manual of Uniform Traffic Safety Devices' latest Edition (California MUTCD) and amendments, and as directed by the CITY Engineer.

PART 4 - EXISTING IMPROVEMENTS

PART 4 SHALL CONFORM TO PART 4 OF THE 2021 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, INCLUDING SUPPLEMENT AMENDMENTS, EXCEPT FOR THE FOLLOWING CHANGES AND/OR ADDITIONS:

If any of the sections or part of sections below contradict or are not in conformance with current California Codes and Regulations at the time of bidding, the Contractor will assume that the current California Codes and Regulations supersedes that item in these specifications unless it is specifically called out to modify or supersede the current code or regulation. When there are two or more specifications for the same item or work the Contractor shall bid the more expensive item or work specified.

SECTION 404 - COLD MILLING

404-1 GENERAL, ADD the following:

Cold Milling operations shall be performed to the specified depth as shown on the plans. Areas to be milled shall be marked in white paint by the CITY Engineer or his designee in the field prior to full width cold milling.

Asphalt Concrete pavement, as shown on the plans, shall be milled to a minimum depth of 2 inches below the surface by cold milling or other approved method.

404-7 WORK SITE MAINTENANCE, ADD the following:

When milling areas are away from the gutter or when the "milled" area will be left unpaved over 24 hours, the Contractor shall place temporary pavement ramps at a maximum 12:1 slope along the edges of the areas to provide a safe and smooth ride for vehicles. The contractor shall install speed reduction signs warning motorists of the "dip" and "rough pavement" ahead. All milled areas adjacent to pedestrian ramps shall be ramped at a maximum of 12:1 slope immediately after grinding. Transition ramps must be removed completely prior to paving.

Areas milled shall be resurfaced with permanent pavement within two (2) working days. In the events that there are storm drain clean-outs, manholes, and valves in those areas, the Contractor shall place temporary pavement around those structures immediately after milling.

All asphalt residues shall be removed and the surface swept clean and free of residue immediately following the grinding of the asphalt concrete pavement.

404-8 DISPOSAL OF MILLINGS, REPLACE with the following:

All Asphalt Concrete grindings shall become the property of the Contractor and shall be removed and disposed of the Work site by the Contractor. For a list of commercial recycling services, or construction, demolition and yard waste sites, contact the County of San Diego.

404-12 PAYMENT, ADD the following:

Payment for Cold Milling shall be included in Grind, Crack Seal and Overlay to Match existing Pavement Contract bid item unit price per square feet (SF),

and shall include cold milling, removal of asphalt concrete and slurry seal material from adjacent concrete gutters, construction and removal of pavement transitions, disposal of millings, and all other necessary work.

PART 6 - TEMPORARY TRAFFIC CONTROL

PART 6 SHALL CONFORM TO PART 6 OF THE 2021 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, INCLUDING SUPPLEMENT AMENDMENTS, EXCEPT FOR THE FOLLOWING CHANGES AND/OR ADDITIONS:

If any of the sections or part of sections below contradict or are not in conformance with current California Codes and Regulations at the time of bidding, the Contractor will assume that the current California Codes and Regulations supersedes that item in these specifications unless it is specifically called out to modify or supersede the current code or regulation. When there are two or more specifications for the same item or work the Contractor shall bid the more expensive item or work specified.

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

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TCP), ADD the following:

It shall be the Contractor's responsibility to furnish a detailed traffic control plan prepared by a licensed civil or traffic engineer licensed in the State of California for CITY approval. Detours shall be in accordance with Caltrans standards. The contractor shall submit detailed drawings of any proposed detours(s)/lane closures to the City of La Mesa for approval prior to the commencement of work.

601-2.2 PAYMENT, ADD the following:

Payment for Traffic Control and Safety Plan TCP shall be paid for at the Lump Sum Price as shown in the bid, and shall include full compensation for preparation of TCP drawings, submittal of TCP drawings, plan checks, setting up of traffic control, inspection of traffic control, and maintaining of traffic control.

PART 7 -STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

PART 7 SHALL CONFORM TO PART 7 OF THE CURRENT STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, INCLUDING SUPPLEMENT AMENDMENTS, EXCEPT FOR THE FOLLOWING CHANGES AND/OR ADDITIONS:

If any of the sections or part of sections below contradict or are not in conformance with current California Codes and Regulations at the time of bidding, the Contractor will assume that the current California Codes and Regulations supersedes that item in these specifications unless it is specifically called out to modify or supersede the current code or regulation. When there are two or more specifications for same item or work the contractor shall bid the more expensive item or work specified.

SECTION 700 MATERIALS

700-3 COMMON COMPONENTS

700-3.4 MAST ARMS, ADD the following:

All mast arms, as shown on the plans, shall be in accordance with Caltrans Standard Plan ES-7F.

700-3.5 CONDUIT, ADD the following:

700-3.5.1 GENERAL

All traffic signal conduit street crossings or any conduit located within the roadway travelled way (including driveways) shall be schedule 80 rigid PVC. Exceptions to this requirement shall be determined by the CITY Engineer. All conduits shall be two inches (2") minimum and all street crossing conduits shall be three inches (3") minimum unless otherwise specified on plans. All conduits shall have pull rope.

700-5 TRAFFIC SIGNAL MATERIALS

700-5.2 PEDESTALS, ADD the following:

Pedestal shall be a USP16 Model Series (Caltrans Type III-BF) Single Meter Pedestal, manufactured by Myers Power Products, Inc, and shall conform to the latest edition of the SDG&E Service Standards & Guide plan set SG 519. It shall include an aluminum identification plate, and all necessary hardware and connections to properly connect to CITY cabinet interface connections (both C1S and C11S).

700-5.4 CONTROLLERS, ADD the following:

700-5.4.1 GENERAL

Controller shall be a Flex rack mount type controller with WiFi, manufactured by McCain (or approved equal), and shall conform to the latest edition of the Caltrans "Transportation Electrical Equipment Specifications (TEES). It shall include all necessary wiring and connections to properly connect to CITY cabinet interface connections (both C1S and C11S) and include being interchangeable with standard 170 style cabinet without the need to replace cabinet hardware. Controller shall be 19" EIA rack mountable.

The controller manufacturer shall submit a notarized Certificate of Compliance with the State testing specifications prior to or at the time the controller is delivered to the jobsite. The controller shall not be installed until the Certificate is received and approved by the Traffic Engineer/Inspector or their assigned representative. Testing of control equipment and cabinet wiring shall be accomplished by the controller manufacturer in accordance with the State Standard Specifications (all references to State testing facilities or laboratories shall be interpreted as the controller manufacturer's testing facility; however, State testing procedures referred to shall remain in effect). All testing costs for the complete control system shall be borne by the Contractor.

The Contractor shall furnish one (1) maintenance and operation manual for all new controller units, auxiliary equipment, vehicle detector sensor units and interactive plug-ins to the CITY's traffic signal technician. The operation and maintenance manuals shall be submitted upon equipment delivery. The O&M manual(s) shall include, but need not be limited to, the following items:

- a) Specifications.
- b) Design characteristics.
- c) General operation theory.
- d) Function of all controls.
- e) Troubleshooting procedure (diagnostic routine).
- f) Block circuit diagram.
- g) Geographical layout of components.
- h) Schematic diagrams.
- i) List of replaceable component parts with stock numbers.

Power cycle relay switch shall be a DIN Relay IV from digital loggers. Relay shall be mounted along cabinet rail with contractor furnished mounting hardware, and properly organized/secured, contractor provided, wiring/network cable organizer/mount. Relay shall be connected between cabinet power input through contact closures and the following relay outputs/contacts:

1. Etherwan Ethernet switch
2. UPS Battery Backup Inverter

Relay Installation/setup shall be per manufacturer's instructions, and shall include proper sized cabling to connect RJ-45 port to Ethernet switch. See CITY for proper IP address to setup for relay.

Hardened field Ethernet switch shall be Etherwan EX78802-0YBT which includes support for 2-port 100/1000BASE SFP (DDM) and shall include appropriate SMPs. Optional 240W/5A DIN-Rail 48VDC power supply shall be included.

Ethernet wireless radios shall be Proxim Tsunami, model QB-825-LNK-50-US (or approved equal) and shall include mounting hardware (kit), mounting, wiring, surge protector and shielded networking cable to cabinets. Contractor shall mount radio at optimal height as indicated in plans and shall also mount high enough (out of reach) to prevent any tampering.

700-5.4.3 CABINET

700-5.4.3.1 GENERAL, ADD the following:

The cabinet shall be type 332E aluminum cabinet with anodized finish,

manufacturer by McCain (or approved equal), and shall conform to Section 700-5.4.3 of the Standard Specifications.

700-5.5 TRAFFIC SIGNAL FACES AND FITTINGS

700-5.5.3 VEHICLE SIGNAL SECTIONS, ADD the following:

Vehicular signal heads shall be CITY furnished Pedestrian Hybrid Beacon (HAWK beacon). The vehicular sign head shall consist of two horizontally arranged circular Red LEDs lights over a single circular Yellow LED light that is centered between the red LED lights.

700-5.6 PEDESTRIAN SIGNAL SECTIONS

700-5.6.1 GENERAL, ADD the following:

Pedestrian indications shall be CITY furnished LED and of the "Countdown" type. LED countdown pedestrian head modules shall be GE, Dialight, or an approved equal.

Dimensions shall be 16 inches high and 18 inches wide. Contractor shall verify that LED countdown module shall fit in existing pedestrian head housing. In the event that the LED countdown module is not compatible with existing pedestrian head it shall be the responsibility of the contractor to replace the pedestrian housing complete with mounting/framework. The countdown pedestrian signal shall be factory equipped with a single piece transparent front window with internal masking to prevent:

- a. Countdown and icons display from being readily visible when not in operation.
- b. Scratches and abrasions compared with external silk screen technology.

The countdown pedestrian signal shall be factory equipped with an internal conflict monitor preventing walk and don't walk indications to light up at the same time and individual power supply drivers.

700-5.6.2.5 HOUSINGS, ADD the following:

Plastic pedestrian heads are not acceptable.

700-5.6.6.7 CERTIFICATE OF COMPLIANCE, ADD the following:

Certifications and Testing Standards:

- a. Intertek ETL Verified compliant
- b. DOE compliant
- c. Using MIL-STD-810F and NEMA 250-2020 Type 4 for environmental robustness, passed reliability and qualification testing including high temperature, high humidity cycling (HTHH for 1,000 hours)
- d. Compliant (for Full Hand/Full Person) with the ITE PTC SI LED Signal Modules - version dated August 2010.

All new traffic signals and traffic signal modifications with pedestrian phasing shall use pedestrian indications of the "Countdown" type. For traffic signal modifications, new pedestrian housings may be necessary to accommodate the "Countdown" type pedestrian indications.

Contractor shall submit material cutsheet for approval, prior to furnishing

module.

700-5.9 PEDESTRIAN PUSH BUTTON ASSEMBLIES

700-5.9.1 GENERAL, ADD the following:

APS, Accessible Pedestrian System shall be a Polara XAV2E-LED Push Button Station (or approved equal) and shall include an XAVCU2 Control Unit and all necessary wiring and installation and shall comply with MUTCD Section 4E.09-4E.13 and Federal ADA requirements.

The pedestrian push button assembly shall have the international symbol push button plate per the latest edition of the Caltrans Standard Specifications.

The push button frame shall include adjustable mounting brackets to accommodate most standard Caltrans traffic signal poles.

The pedestrian push button housing shall be:

- a. Made of die cast aluminum
- b. Painted a Federal Standard color (black, green or yellow) as specified by the Traffic Engineer

Plastic push buttons housings are not acceptable

Push buttons shall be interfaced with a central control unit installed within the controller cabinet, and be able to connect up to a maximum of 2 push button stations.

Push buttons shall meet the following specifications:

1. Instructional 9x12" retro-reflective sign with tamper resistant mounting screws
2. All sounds shall emanate from the back of the push button unit.
3. Push button assembly shall have a group of Yellow LEDs that flash in sync with street lighting to confirm the button has been pushed
4. An ADA compliant push button with an adjustable directional arrow
5. A standard locating tone during walk phase - "Yellow lights are flashing"
6. Weather resistant speaker
7. Dimensions: 19" H x 9" W x 2.5" D

Sounds are to be synchronized across all push buttons.

Pedestrian push buttons with mounts shall include (setup of) factory voice and face plates as indicated in the plans.

Please note, an approved equal must be submitted to the CITY, for approval, prior to bid.

SECTION 701 - CONSTRUCTION

701-10 STANDARDS, PEDESTALS AND MAST ARMS

701-10.1 GENERAL, ADD the following:

The service pedestal shall be installed per the latest edition of the SDG&E Service Standards & Guide plan set SG 519.

All HAWK pedestrian signal posts and mast arms shall be installed per the latest edition of Caltrans Standard Plan (ES-7F).

701-10.4 Payment, ADD the following:

Payment for Type III-BF service pedestal shall be paid for at the Contract Unit Price per each (EA) as shown in the bid, and shall include full compensation for furnishing and installing the pedestal, including all materials as indicated in the SDG&E Standard (see SG 519) for construction of foundation, and preparation to connect to SDG&E service; complete in place, including scheduling service and coordinating any meter release.

Payment for HAWK pedestrian signal post and mast arm shall be paid for at the Contract Lump Sum Price (LS) as shown in the bid, and shall include full compensation for furnishing and installing the post and mast arm, including all material as indicated in the Caltrans standard (ES-7F) for construction of foundation.

701-12 CONDUIT

701-12.1 GENERAL, ADD the following:

Conduit fill shall not exceed the NEC maximum of 40% for conduits with three or more conductors. For traffic signal modifications, max percent conduit fill shall be approved by the CITY Engineer.

All conduits entering pull boxes, vaults and cabinets shall be protected with duct seal. No open holes are allowed.

701-12.7 PAYMENT, ADD the following:

Payment for conduit shall be paid for at the Contract Unit Price per linear foot (LF) as shown in the bid for each type and size, and shall include full compensation for both the furnishing and installation of the conduit.

701-13 WIRES, CONDUCTORS AND CABLES

701-13.1 GENERAL, ADD the following:

All traffic signal field conductors shall have a 5-foot coil of extra wire in each pull box to allow for servicing. The signal conductors shall be organized in a bundle to allow for easy identification of wires and cables.

701-14 SERVICES

701-14.1 GENERAL, ADD the following:

SDG&E will be the serving electric utility upon which the Contractor will have to coordinate with to set-up a permanent and complete electrical to the planned service pedestal.

The Contractor shall inform the resident engineer at least (48) hours in advance prior to beginning work on establishing electrical connection to the service pedestal.

701-14.5 PAYMENT, ADD the following:

Payment for electrical connection between the "service point" and the nearest pull box shall be paid for at the Lump Sum Price in the bid, and include furnishing and installing all necessary wires to provide a complete connection.

The Agency will pay all costs and fees required by the servicing utility for the service connections for permanent installations.

701-16 STREET LIGHTING CONSTRUCTION

Street light work shall include existing street light pole, conduit and pull box relocations and adjustment, repair or re-installation, and other work necessary to provide a complete and fully functional system.

Payment for Street Light Modification shall be paid for at the Contract Lump Sum Price as shown in the bid, and shall include full compensation for removal, modification, relocation, or installation of any street lighting equipment as indicated in the plans.

701-17 TRAFFIC SIGNAL CONSTRUCTION

701-17.2 CONTROLLERS

701-17.2.7 PAYMENT, ADD the following:

Payment for controller shall be paid for at the Contract Unit Price per each (EA) as shown in the bid, and shall include both the furnishing and installation of the controller, switches, wireless radio, relay switch, and cabinet and shall conform to section 700-5.4. Contractor shall coordinate with CITY and CITY's designer regarding any questions related to the Controller, Switch, or relay switch installation, and all costs related to coordination shall also be included in the associated unit costs.

701-17.7 PEDESTRIAN SIGNALS

701-17.7.5 PAYMENT, ADD the following:

Payment for installing CITY furnished pedestrian countdown type signal head shall be paid for by the Contract Unit Price (EA) in the bid, and shall include full compensation for furnishing all materials required for complete installation of the signal head onto the HAWK pedestrian pole and shall conform to section 700-5.6

Payment for installing CITY furnished HAWK Pedestrian signal head shall be paid for by the Contract Unit Price (EA) in the bid, and shall include full compensation for furnishing all materials required for complete installation of the signal head onto the HAWK pedestrian pole and shall conform to section 700-5.5.3

Payment for pedestrian push button station shall be paid for by the Contract Unit Price in the bid for each (EA), and shall include both the furnishing and installation of the pedestrian push button station onto the HAWK pedestrian pole and shall conform to section 700-5.9

END OF SPECIAL PROVISIONS TO STANDARD SPECIFICATIONS

**SPECIAL PROVISIONS
MODIFICATIONS TO CALTRANS STANDARD SPECIFICATIONS**

SECTION 1 - DEFINITIONS AND TERMS

- 1-1.031 ATTORNEY GENERAL. --WHEREVER USED IN THE STANDARD SPECIFICATIONS SHALL REFER TO CITY ATTORNEY.
- 1-1.080 CALIFORNIA STANDARD PLANS.--THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS, DATED 2015.
- 1-1.081 CALIFORNIA STANDARD SPECIFICATIONS.--THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS DATED 2015.
- 1-1.082 CITY.--THE CITY OF LA MESA A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA.
- 1-1.083 CITY COUNCIL.--ALSO COUNCIL.--REFERS TO THE CITY COUNCIL OF THE CITY OF LA MESA THE GOVERNING BODY CREATED BY LAW AND THE AWARDED AUTHORITY OF THE CITY OF LA MESA ACTING EITHER DIRECTLY OR THROUGH ITS DULY APPOINTED OFFICIALS.
- 1-1.084 City Manager.-- Also Manager.--Refer to Section 1-1.18, "Engineer."
- 1-1.13 Department of Transportation. Also Department.-- Whenever used in the Standard Specifications, refers to the City of La Mesa, except when used in reference to test methods of, or to denote publications or designate the mailing address of an agency of the State of California.
- 1-1.15 Director of Transportation. Also Director.--Whenever used in the Standard Specifications, refers to the City Engineer.
- 1-1.17 Division of Measurement Standards.--Whenever used in the Standard Specifications, shall refer to the Department of Agriculture - Weights and Measures of the County of San Diego.
- 1-1.18 Engineer.--The City Engineer of the City of La Mesa is designated to administer the work for the City, and who may act directly or may be represented on the work by engineer, assistants and inspectors who are authorized to act for him within the scope of the particular duties entrusted them.
- 1-1.221 General Provisions.--Sections 1 through 9 (as modified herein) of the Standard Specifications dated 2015, State of California, Department of Transportation.
- 1-1.25 Laboratory.--The established laboratory authorized by Engineer to test materials used in the work.
- 1-1.265 Liquidated Damages.--The amount prescribed in the specifications to be paid to the City or to be deducted from any payments due or to become due the Contractor for each days delay in completing the whole or any specified portion of the work beyond the time allowed in the specifications.
- 1-1.265 Manual of Traffic Controls.--The State of California Department of Transportation publication entitled, "Manual of Traffic Controls for Construction and Maintenance Work zones."
- 1-1.39 State of California. --Also State.--As used in these specifications relative to the contract administration, refers to the City of La Mesa.

1-1.40 State Contract Act.--Chapter 1, Division 2, of the Public Contract Code. The provisions of this act are not applicable to this contract.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

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

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

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

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

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

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

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or

- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.12 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

2-1.12B DBE GOAL

2-1.12B(1) GENERAL

Under 49 CFR 26.13(b) :

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

Include this assurance in each subcontract you sign with a subcontractor.

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

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBEs, including subcontractors, suppliers, service providers, and truckers.

Meet the DBE goal shown in the Notice Inviting Bids or demonstrate that you made adequate good faith efforts to meet this goal.

It is the contractor's responsibility to verify at bid opening that the DBE firm is certified as DBE by the California Unified Certification Program and possesses the work codes applicable to the type of work the firm will perform on the Contract. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

Determine that selected DBEs perform a commercially useful function for the type of work the DBE will perform on the Contract as provided in 49 CFR 26.55(c)(1)-(4). Under 49 CFR 26.55(c)(1)-(4), the DBE must be responsible for the execution of a distinct element of work and must carry out its responsibility by actually performing, managing, and supervising the work.

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

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

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

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function. The following factors are used in determining whether a DBE trucking company is performing a commercially useful function:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

2-1.12B(2) DBE Commitment Submittal

Submit the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

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

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

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

participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

2-1.12B(3) Good Faith Efforts Submittal

You can meet the DBE requirements by either documenting commitments to DBEs to meet the contract goal or by documenting adequate good faith efforts to meet the contract goal. An adequate good faith effort means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

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

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a

- solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
 8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

2-1.33D (2) (b) CONSTRUCTION CONTRACTS WITH A DBE COMMITMENT

Exhibit 15-G - Construction Contract DBE Commitment

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business

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

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

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-0, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report - Utilization of*

Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

Performance of Disadvantaged Business Enterprises

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

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

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

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

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

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

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

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

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

2-1.43 BID OPENING

The Agency publicly opens and reads/posts bids on Planet Bids at the time shown on the *Notice Inviting Bids*.

2-1.50 BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

SECTION 3 CONTRACT AWARD AND EXECUTION

If the Agency awards the contract, the award is made to the lowest responsible bidder.

3-1.03 CONTRACTOR REGISTRATION

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor code section 1725.5.

CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

SECTION 4 SCOPE OF WORK**4-1.06 CHANGED CONDITIONS****Differing Site Conditions**

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the

engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

SECTION 10. CONSTRUCTION DETAILS**EQUIPMENT SUBMITTALS**

Within a minimum of 10 working days prior to anticipated construction, the Contractor shall submit all documentation pertaining to the materials and method of execution proposed to satisfy the requirements of these specifications. The Engineer's approval is required prior to the committing of any materials or the commencement of any work.

The Engineer shall either approve or disapprove each submitted item within 20 calendar days of submittal subject to the completeness of the Contractor's submittal. Actual elapsed time for the Engineer's review is dependent upon the completeness and appropriateness of the documentation being submitted. Any deficiencies in the Contractor's submittals shall introduce additional time for approval. Any delays caused by such deficiencies shall not be grounds for extension of project completion dates. The Contractor shall anticipate review intervals and schedule submittals accordingly, so as to ensure the project's progress.

The Engineer's approval of any submitted documentation shall in no way relieve the Contractor from compliance with the performance requirements as specified herein.

Submittals required by this item shall include, but not be limited to, the following:

- Pedestrian APS systems
- Ped Push Button APS
- Wireless Ethernet radio
- Fiber switches
- Controllers
- Pedestrian signal heads - Countdown

Supervision of the materials and installation requirements, as specified herein, shall be provided to insure a complete operating communication system and signal head replacements. All test results and installations shall be certified and submitted to the Engineer prior to final acceptance and payment.

SECTION 11. BID ITEMS**PAYMENT FOR ITEMS NOT IN THE BID PROPOSAL**

Payment for any item not included in the bid proposal but required to be performed by the Contractor in accordance with either the plans or specifications, shall be considered to be included in the payment for other related contract items of work and no separate payment will be allowed therefore.

SECTION 13. EQUIPMENT AND WORK**13.1 - GENERAL**

Description: Furnishing and installing traffic signal equipment shall conform to the provisions in Section 86, "Signals, Lighting and Electrical Systems," of the State Standard Specifications and these Special Provisions.

13.2 - SIGNALS, LIGHTING AND ELECTRICAL EQUIPMENT**13.2.1 Specifications and Plans**

Unless otherwise specified, signal, lighting, and electrical system materials and installation work shall be done in accordance with Section 86 of the latest Standard Specifications and in accordance with the latest Standard Plans of the State of California, Department of Transportation, except as herein amended. References to other Sections 10 through 95 of the Standard Specifications of the State of California shall apply where shown in Section 86. References in the State Standard Specifications to the State of California, its agencies, or agents shall be construed to refer to the City of La Mesa, its corresponding agencies, or agents.

13.2.2 Warranties, Guaranties and Instruction Sheets

The equipment warranty shall be effective as of the date of signal turn-on and not the date of delivery to the City. Should any signal control equipment prove defective due to faulty workmanship or material within six months after the turn-on date in a traffic signal system, the vendor shall replace and/or repair said equipment without cost to the City. The Contractor shall make repairs and/or replacement within 72 hours after notification of defects.

13.2.3 Maintaining Existing and Temporary Electrical Systems

Traffic signal system shutdowns shall be limited to periods allowed for lane closures listed or described under "Stage Construction and Traffic Control", in the special provisions.

13.2.4 Scheduling of Work

No material or equipment shall be stored at the job site until receipt of notification by the Engineer. The job site shall be maintained in a neat and orderly condition at all times. No poles shall be erected more than three weeks prior to the scheduled traffic signal turn-on date.

13.2.5 Blank.

13.2.6 Equipment List and Drawings

There are no controller cabinet installations as part of this project.

13.2.7 Foundations

There are no foundation installations as part of this project.

13.2.8 Standards, Steel Pedestals, and Posts

There are no standards, steel pedestals, and posts as a part of this project.

13.2.9 Conduit

There are no conduit installations as part of this project.

13.2.10 Pull Boxes

Non-PCC pull boxes shall not be used. No. 6E traffic signal interconnect pull boxes shall be installed per plans. Pull boxes shall not be installed in surfaces subject to vehicular traffic unless approved by the Engineer. The cover of the pull box shall be stamped with the word "COMMUNICATIONS".

13.2.11 Conductors and Cables

Installation of new conductors are not a part of this project, except for video detection camera cables as noted in the plans.

13.2.12 Wiring

Where specified on the plans or at the direction of the Engineer, conductors shall be spliced by the use of "C" shaped compression connectors as shown on ES-13. A jumper wire with clips shall be provided for continuity of shielded cables. The completed splice shall be rated for direct burial application and capable of normal continuous operation at 600 Volts. Splices shall be insulated with heat-shrink tubing of the appropriate size.

Splices shall be insulated by "Method B" or, at the Contractor's option, splices of conductors shall be insulated with heat-shrink tubing of the appropriate size after thoroughly painting the spliced conductors with electrical insulating coating.

In addition to the requirements for splices in detector circuits, the open end of cable jackets or tubing shall be sealed in a manner similar to the splicing requirements to prevent the entrance of water.

13.2.13 Service Relocation/BBS

There are no service relocations. BBS installations shall only comprise additive as part of this project.

13.2.14 Luminaries

There are no luminaire installations as part of this project.

13.3 - CONTROLLER ASSEMBLIES

Controller assemblies shall be installed as part of this project.

13.4 - TRAFFIC SIGNAL FACES AND FITTINGS**13.4.2 Pedestrian Signals**

Pedestrian Signals shall be LED per plans with countdown feature. Signal shall operate in a typical hand-man fashion. The hand-man figures shall be solid.

Type SP-1-T pedestrian signal mountings shall have an upper and lower mounting bracket attached to the pedestrian signal housing in the same manner as that shown on the plans for Type SP-2-T mounting.

SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

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

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

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

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

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

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

Schedule B—Information for Determining Joint Venture Eligibility

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

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms, which comprise the joint venture. (The MBE partner must complete Schedule A.) _____

a. Describe the role of the MBE firm in the joint venture.

b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership? ____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

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

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

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

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

Affidavit

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

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

Date _____
State of _____
County of _____

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

Notary Public _____
Commission expires _____

[Seal]
Date _____
State of _____
County of _____

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

Notary Public _____
Commission expires _____

[Seal]

SECTION 15

**WAGE RATE
DETERMINATION****NOTICE TO EMPLOYEES/WAGE RATE DETERMINATION**

A copy of the applicable wage decision and any additional classifications and the "Notice to Employees" shall be provided and posted by the contractor at the site of the work in a prominent place readily accessible to the workmen for the duration of the project.

WAGE RATE DETERMINATIONS

In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the City of La Mesa has ascertained the general prevailing wage scales applicable to the work to be done. The prevailing wage scales are those determined by the Director of Industrial Relations, State of California, and **those, including modifications, determined by the Federal Department of Labor. Both are included in the following section.** The Contractor who is awarded the contract and who intends to use a craft classification not shown on the General Prevailing Wage Determination by the Director of Industrial Relations may be required to pay the wage rate of that craft or classification most closely related to it as shown on the general determination effective at the time of the call for bids. **THE CONTRACTOR IS OBLIGATED TO PAY THE HIGHER OF THE TWO WAGE DETERMINATIONS (HOURLY RATE PLUS FRINGE BENEFITS) FOR EACH APPLICABLE CRAFT OR CLASSIFICATION.**

Date _____

I, _____
(Name of Eligible Party) Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on _____ the _____

Contractor or Subcontractor _____ (Building of Work) _____; that during the payroll period commencing on the _____ day of _____, 20____, and ending the _____ day of _____, 20____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

from the full _____
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A). Issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat 948, 63 Stat 108, 72 Stat 967; 76 Stat 357; 40 U.S.C. 276c, and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the Contract; that the classifications set forth therein for each laborer or mechanic conform with the work to be performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United State Department of Labor.

(4) That:
- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the Contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4 (c) below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the Contract, except as noted in Section 4 (c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT) EXPLANATION

REMARKS

NAME AND TITLE

SIGNATURE

THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 16 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

INSTRUCTIONS FOR COMPLETING FORM WH-347

General: The use of WH-347, payroll form, is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

This payroll provides for the contractor's showing on the face of the payroll all monies paid to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes.

The general contractor is **responsible for the review, verification, and timely** submission of his/her own and all subcontractors' payrolls and required paperwork.

Subcontractors' payrolls must be submitted through the general contractor in single copy only. Payrolls must be **numbered** consecutively, starting with number one and the last payroll will be clearly marked "Final" next to the payroll number. If a **subcontractor has not worked** on the site in a given week, a signed payroll should be submitted, which states "No Work Performed This Week." If a subcontractor will be off the site for an extended period of time (**4 weeks or more**), the subcontractor may prepare a signed statement giving the last day on the site and the approximate date they will return.

Contractor and subcontractors must pay wages at **least once a week and in full**. Payroll forms must be **submitted on weekly** basis. Payrolls must be received by the City within 7 days from the end of the last work week.

Any **discrepancy** would be brought to the contractor's attention and request him/her to submit a corrected payroll record titled as "**Amended Certified Payroll Record**".

If the project is a Federally assisted project, the **Federal and State wage** rates are applicable. The higher of the two must be used. If a classification or a group is listed in the State but not listed in Federal Wage Rate, then Federal classification must be used.

Detailed instructions concerning the preparation of the payroll follow:

Top of the Payroll Form: Enter IRS number on the first payroll

Payroll No.: Payrolls must be numbered sequentially. Write the word "Final" after the number on your last payroll.

For Week Ending: Week ending days should stay same during the project.

Project and Location: State the exact address

Project or Contract No.: Write specification number for the project.

Federal-Aid Project No.: HSIPL - 5207 (050)

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Column 1 - Name, Address, and Social Security number of Employee: The employee's full name must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent weekly payrolls unless his address changes. Although not required by Regulations, Parts 3 and 5, space is available in the name and address section so that Social Security numbers may be listed.

Column 2 - # Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Parts 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by employees. Consult classifications and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so worked is maintained and shown on submitted payroll by use of separate line entries.

Apprentices and trainees may be employed to work on the project, provided they are registered in a program approved by the State of California, Bureau of Apprentices and Training, Wage and Hour Division. A copy of the apprentices or trainee's **Certification** must accompany the first payroll on which they appear. Any "unregistered" apprentices or trainee must be paid at no less than the journeyman's rate.

An owner, superintendent or nonworking foreman need only be listed by name, title, and hours worked.

If the project is a Federally assisted project, the **Federal and State wage** rates are applicable. The higher of the two must be used. If a classification or a group is listed in the State but not listed in Federal Wage Rate, then Federal classification must be used.

Column 4 - Day And Date/Hours Worked: **DAY AND DATE:** Enter days and dates. Once the **payroll day is established**, it must continue throughout the project. **HOURS WORKED EACH DAY:** Hours worked straight time and overtime. If a person worked on two different projects on the same day, the hours worked shall be delineated for each project.

Straight Time: Hours worked on this contract up to 40 hrs. per week.

Overtime: Hours on this contract exceeding 40 hrs. per week.

On all contracts subject to the Contract Work Hours Standards Act enter as overtime hours all hours worked in excess of 40 hours a week.

Column 5 - Total: Self-explanatory.

Column 6 - Rate of Pay, including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$3.25/.40. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. In overtime box show overtime hourly rate paid, plus any cash in lieu of fringes paid the employee. See "Fringe Benefits" below. Payment of not Federal-Aid Project No.: HSIPL - 5207 (050)

less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standards Act of 1962. In addition to paying not less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds, or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

FRINGE BENEFITS

Note: Union contractor & subs & non-union contractors & subs who contribute to an approved trust funds must submit Fringe Benefit Statement. Fringe benefit Statement Form HC-50 and

- Must be either provided or the benefits be paid in hourly equivalent in cash
- Workers must be paid at least Basic Rate in cash
- Must be an approved Fund and administered by a third party
- Payment to Fund must be made quarterly and contractor must be up-to-date with payment to the Fund
- Be explained to all employees in writing

Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime are paid to his employees just as he has always done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate that he or she is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

Straight Time Rate:

The listed straight time pay rate plus total amount of **Fringe Benefits** (which should be provided by the contractor at the beginning of the project) should equal to or greater than the total hourly rate in the Prevailing Wage Rate book.

Note:

- **Total Hourly Rate** = Basic Hourly Rate + Fringe Benefits.
- **Fringe Benefits** = Health and Welfare + Pension + Vacation + Training.

Overtime Rate:

The listed overtime pay rate should be equal to Basic Hourly Rate Times 1-1/2 (or 2). Basic hourly rate is to be determined from the Prevailing Wage Rate book.

* See back page of payroll, Section 4(a)

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half

on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate that he/she is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Straight Time Rate:

The listed straight time rate should be equal to or greater than the total hourly rate in the Prevailing Wage Rate book.

Overtime Rate:

The listed overtime pay rate should be equal to or greater than the Basic Hourly Rate time 1-1/2 (or 2) plus total fringe benefits (from the Prevailing Wage Rate book). Basic Rate is to be determined from the Prevailing Wage Rate book or from the listed straight time pay rate minus fringe benefits.

** See back page of the payroll, Section 4(b)

Use of Section 4(c), Exceptions: Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show that he/she is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or Federally assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of the employees' weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus \$63.00/120.00.

Contractors who pay all required fringe benefits

7(a) **THIS PROJECT:** Sum of total hours times rate of pay including vacation (both for ST and OT). i.e. Gross Amount Earned "this project" = (rate of pay (6) + vacation rate) multiply by total hours.

Note: Vacation earnings are taxable; therefore, vacation is included with the basic rates and then deducted (see column (8)).

7(b) **ALL PROJECTS:** Sum of gross amount earned "this project" plus all other projects during the week.

Contractors who's employee are paid fringe benefits in **cash**

7(a) **THIS PROJECT:** Sum of total hours times pay rate pay (both from ST and OT)

7(b) **ALL PROJECTS:** Sum of gross amount earned "this project" plus all other project during the week.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deductions should be involved, use first 4 columns; show the balance of deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deductions contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR, Part 3. If the employee worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, but indicate that deductions are based on his gross wages.

OTHER DEDUCTIONS: Must be explained on the back page of the payroll form if it is **small amount**. However, **larger amount** deductions must have documentation signed by employee for payroll deductions such as credit union, wage garnishment, etc. The Copeland Act (**Anti-Kickback Act**) provides that no deduction or rebate on any account will be taken from any employee's pay, except such deductions as mandatory by law, unless the deduction is authorized in **writing** by the employees. A copy of the **signed authorization** must be submitted with the payroll on which the deduction appears. **One blanket statement** is sufficient for deductions made on a regular basis.

Column 9 - Net Wages Paid for Week: It should equal to gross amount earned minus total deductions.

Column 10 - CHECK NUMBER: Check numbers should be listed for amount paid in column (9). **Cash payment is not acceptable.**

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

BACK PAGE (STATEMENT OF COMPLIANCE):

Statement Required by Regulations, Parts 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 USC 1001, namely, possible imprisonment for 5 years or \$10,000.00 fine or both. Accordingly, the party signing this required statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the statement.

Name of Signatory Party: Payrolls must be signed by the owner or president of the company or a designated person. If a designated person is signing payrolls then the owner must submit, in writing, an authorization for that person to sign payroll for them (attached).

Contractor or Subcontractor: Should be the same company.

Exemptions: Supporting documents are required.

Owner-Operators:

Equipment owner-operators must appear on the contractor's certified payroll report or on a separate "Certified Owner-Operator Listing", Form HC-58. Contractors are required to list all owner-operators and to certify to their status as such in the

following manner:

- Name on all payrolls
- Address first time the name appears
- SS no.
- Tractor License No. And Truck Cal T No.
- Classification by an ID
- Operator List furnished by contractor, or by the type of equipment being operated
- Daily Hours of Work for operator plus equipment
- Weekly Hours of Work: It does not apply to truck owner-operator
- Hourly Rate of Pay
- Gross Payment; Actual or estimated
- Earned

DEDUCTING PAYMENT FOR PAYROLL INADEQUACIES OR DELINQUENCIES

Payrolls furnished to the City must contain all of the information required by the contract labor provisions.

Payrolls which do not contain all of the required information are incomplete and do not satisfy the contract payroll requirements. If the Contractor's or any other firm's payroll lacks any of the required information or in any other way does not meet contract requirements as to form and content, such payroll will be considered delinquent until corrections have been effected.

PROCEDURE FOR DEDUCTIONS

The project specifications require that the Contractor shall submit weekly payrolls with accompanying statement of compliance to the Engineer. The Contractor is also responsible for the submission of payrolls for all Subcontractors working on the project, in order to insure uniform enforcement of the special provisions, the following policy has been established:

If, on or before the **15th** of the month, the Contractor has not submitted satisfactory payrolls covering their work and the work of all Subcontractors for all payroll periods ending on or before the **1st** of that month, such payrolls will be considered to be delinquent. Regardless of the number of delinquent payrolls, an amount equal to 10 percent (but not less than \$1,000 or more than \$10,000) of the "Subtotal Contract items Without Mobilization, "This Estimate" shall be deducted from the estimate,. Deductions will be made separately for each estimate period in which a new delinquency appears. When all delinquencies for a period have been corrected, the deduction covering that period will be released on the next progress estimate.

**Local Assistance Procedures Manual
Final Report—Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors**

Exhibit 17-F

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL			

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
17. Contractor/Consultant Representative's Signature		18. Contractor/Consultant Representative's Name		19. Phone		20. Date	
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED							
21. Local Agency Representative's Signature		22. Local Agency Representative's Name		23. Phone		24. Date	

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Local Assistance Procedures Manual

Exhibit 17-F Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-02 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

INTENTIONALLY LEFT BLANK

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

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

APPENDIX A

EL CAJON BLVD AND JESSIE AVE TRAFFIC SAFETY IMPROVEMENTS PROJECT

STATE WAGE RATES

SEE STATE WEBSITE OF <http://www.dir.ca.gov/OPRL/PWD/index.htm>

APPENDIX B

EL CAJON BLVD AND JESSIE AVE TRAFFIC SAFETY IMPROVEMENTS PROJECT

FEDERAL WAGE RATES

SEE FEDERAL WEBSITE OF
www.wdol.gov/dba.aspx,
select State of California and San Diego County.