

# CITY OF SAN FERNANDO, CA

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## CONTRACT DOCUMENTS FOR GLENOAKS BOULEVARD STREET RESURFACING AND HIGHWAY SAFETY IMPROVEMENT PROJECT Federal Project No. HSIPL-5202(018) Job No. 7595, Plan No. P-728

Prepared by:



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Under the Supervision of:



Date: July 11, 2019

Vanessa Munoz, PE, TE

RCE 67583



Approved By:

Date: July 11, 2019

Ying Kwan, P.E., City Engineer

RCE 42418

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## **NOTICE TO BIDDERS FEDERAL REQUIREMENTS**

### **Proposal Phase**

*If you are the apparent low bidder, second low bidder, or third low bidder, you must submit the following form, either with your bid or within four (4) business days after bid opening:*

- ☐ Construction Contract DBE Commitment, Exhibit 15-G (p. F-30)

In addition, you are strongly encouraged, and may be required, to submit the following form as a supplement to Exhibit 15-G:

- ☐ DBE Information – Good Faith Efforts, Exhibit 15-H (p. F-32)

Upon execution and submission of your bid, you are agreeing to be bound by the following (but do not need to return the forms):

- Equal Employment Opportunity Certification (p. F-24)
- Public Contracting Code Requirements (p. F-25)
- Debarment and Suspension Certification (p. F-26)
- Nonlobbying Certification for Federal-Aid Contracts (p. F-27)

*If applicable, the following form must be submitted with the bid:*

- ☐ Disclosure of Lobbying Activities (p. F-28)

### **Construction Phase**

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

*If applicable, you will be required to submit the following form each month during construction:*

- ☐ Monthly DBE Trucking Verification (p. F-35)

### **Post-Construction Phase**

*When construction is completed, you will be required to submit the following forms to the City:*

- ☐ Final Report – Utilization of Disadvantaged Businesses (p. F-37)
- ☐ Disadvantaged Business Enterprises (DBE) Certification Status Change (p. F-39)

## NOTICE INVITING BIDS

SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **11:00 A.M. on Wednesday, August 28, 2019**, and said bids will be publicly opened and declared for performing work on the following project:

**GLENOAKS BOULEVARD STREET RESURFACING  
AND HIGHWAY SAFETY IMPROVEMENT PROJECT  
Federal Project No. HSIPL-5202(018)  
JOB NO. 7595, PLAN NO. P-728**

The project consists of roadway resurfacing, concrete replacement, sewer rehabilitation work and water meter replacements. The work includes replacement of concrete curb, gutter, sidewalk, cross gutter, spandrel, PCC median and access ramp; rehabilitation of AC pavement section, cold milling of AC pavement; removal of petromat; construction of ARHM overlay; adjustment to grade of water valve and sewer manhole frame and cover; traffic signal modifications; signing and striping; and miscellaneous appurtenant work. The bid items, corresponding estimated quantities, and time allowed to complete the work are listed in the Contractor's Proposal. The definitions of bid items are described in the Technical Provisions.

The contract time for the project is **Eighty (80) working days**.

A pre-bid meeting is scheduled for **11:00 AM on Wednesday, August 21, 2019 at 120 Macneil Street, San Fernando, CA 91340, PW Ops Room**. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. **Bidders' attendance at this meeting is mandatory.**

Pursuant to Federal law, Disadvantaged Business Enterprise (DBE) requirements shall include all DBEs, as described in the Specifications. This project is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990, and in any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit bids in response to this invitation.

**The DBE contract goal for this project is 14%.**

**PREVAILING WAGE REQUIREMENTS:** Pursuant to California Labor Code Sections 1770, 1773, 1773.1, 1773.6, and 1773.7, as amended, the applicable prevailing wages for this project have been determined. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the higher of the Federal and the State prevailing wage rates to all workers employed by them in the execution of the contract. The applicable Federal prevailing wage rates are those that are in effect ten (10) calendar days prior to bid opening; they are set forth on the U.S. Department of Labor website: <http://www.wdol.gov/wdol/scafiles/davisbacon/ca33.dvb> but are not printed in the Specifications. Lower State wage rates for work classifications not specifically listed in the Federal wage decision are not acceptable. The applicable State prevailing wage rates are set forth on the California Department of Industrial Relations website:

<http://www.dir.ca.gov/DLSR/PWD> but are not printed in the Specifications; these rates are subject to predetermined increases.

The U.S. Department of Transportation (DOT) provides a toll-free hotline service to report bid rigging, bidder collusion, or other fraudulent activities. The hotline is available Mondays through Fridays between 8:00 a.m. and 5:00 p.m. eastern time, at (800) 424-9071. The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

Conflict of Interest: in the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611 shall apply. No employee, officer, or agent of the sub-recipient shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

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.

This project is subject to the requirements of the Cargo Preference Act, as described in the Specifications.

It is the policy of the City, as directed by City Council, to encourage the use of local area businesses in construction contracts including vendors, suppliers, labor, etc.

The City reserves the right to reject any and all bids and to waive any minor irregularities in the bid documents. Bidders may not withdraw their bid for a period of ninety (90) days after date set for opening thereof.

The Contractor must follow the procedures as set forth in the Instructions to Bidders for acceptance of bids. Bids will be accepted only if submitted on a proposal form furnished by the City. Each bid must be accompanied by cash, certified check, cashier's check, or bidder's bond made payable to the City of San Fernando or issued by a surety admitted to do business in California, for an amount equal to at least ten percent (10%) of the amount bid. Such guaranty to be forfeited to the City should the bidder to whom the contract is awarded fail to enter into the contract.

Bids will be accepted only from contractors licensed in accordance with the provisions of the Business and Professional Code of the State of California. Prior to contract execution, the Contractor and his/her subcontractors shall obtain a City business license. At the time of bidding, the Contractor must possess a valid California **Class A** Contractor's License.

AB44 EFFECTIVE JULY 1, 2014. If a bidder submits a bid that includes a subcontractor who would be performing work in amount in excess of ½ of 1% of the bidder's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of ½ of 1% of the bidder's total bid or \$10,000, whichever is greater, then in addition to the subcontractor's name and business address, the subcontractor's State contractor's license



number must be included as part of the information submitted for that proposed subcontractor. Failure to provide the subcontractor's license number shall render the bid non-responsive.

SB854 EFFECTIVE MARCH 1, 2015. Contractors and Subcontractors wishing to work on a public works project must be registered with the State of California, Department of Industrial Relations. All public works projects with bids submitted after March 1, 2015, or awarded on or after April 1, 2015, shall use only registered contractors and subcontractors. No bid will be accepted nor any contract entered into without proof of the Bidder's and its subcontractors' current registration with the Department of Industrial Relations. If awarded a contract, the Bidder and its subcontractors of every tier shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

At the request and expense of the Contractor, securities equivalent to the five percent (5%) to be withheld from progress payments pursuant to the City's Standard General Conditions shall be deposited with the City Clerk or a state or federally chartered bank as the escrow agent, who shall pay such monies to the contractor upon satisfactory completion of the contract. Securities eligible for investment shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereof.

Copies of the plans and specifications, including the approved proposal form, are available on the City website, [www.sfcity.org](http://www.sfcity.org), for downloading at no charge. **In order to be eligible to submit a bid for the project, you MUST contact Patsy Orozco, Civil Engineering Assistant II, via e-mail at [PAOrozco2@sfcity.org](mailto:PAOrozco2@sfcity.org) to be placed on the plan holders list. Any questions pertaining to the project shall be submitted by Friday, August 9, 2019 by 4:00 p.m.**

Addenda, if any, will NOT be distributed to the planholders, and will ONLY be posted on the City website. **It shall be the Bidder's responsibility to check the City website for any addenda.**

City of San Fernando

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

By: Ying Kwan, P.E.  
City Engineer

Sun  
7/25/2019  
8/1/2019

## INSTRUCTIONS TO BIDDERS

1. GENERAL Proposals under these Contract Documents shall be submitted on the blank forms furnished herewith. When presented, the proposal forms must be completely made out in the manner and form indicated therein and must be properly signed by the bidder. The bidder's address, telephone number, and California State Contractor's License number must be included. To be eligible to perform work, the bidder must be a state licensed contractor in good standing prior to beginning work. The City Council reserves the right to reject any bid if all the above information is not furnished.

Each proposal submitted must be presented in a sealed cover and must be filed prior to the time and at the place designated in the Notice Inviting Bids. All proposals submitted as prescribed will be publicly opened and read at the time and place designated in the Notice Inviting Bids.

Bid Quotes and Unit Price Extensions – The unit prices and the lump sum prices quoted by the bidder must be entered in the spaces provided on the Contractor's Proposal form. In case there is a discrepancy between the unit price and the item total, the unit price shall govern and will be considered as representing the Bidder's intention. The bid total will be corrected to conform to the specified unit price.

Bid Retention and Award – The City reserves the right to retain all bids for a period of ninety (90) days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any bid, to reject any and all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make award to the lowest responsible bidder as the interest of the City may require.

Communications Regarding Bid – All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the City.

2. EXAMINATION OF PLANS, CONTRACT DOCUMENTS, AND WORK SITE The Contract Documents and plans, if any, are on file and available for inspection in City Hall.

The Bidders are required to carefully examine the site and the proposal, plans, Contract Documents, and contract forms. The Bidders must satisfy themselves as to the requirements of the Contract Documents and the contract; as to the location of the proposed work and by such other means as they may prefer; and as to the actual conditions and requirements of the work, and shall not, at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examinations.

3. DISQUALIFICATION OF BIDDERS AND PROPOSALS More than one proposal for the same work from any individual, firm, partnership, corporation or association under the same or different names will not be accepted and reasonable grounds for believing that any bidder is



interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidders are interested.

Proposals which show obviously unbalanced prices, and those which are incomplete or show any alteration of form or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. Proposals that do not bear the Bidder's signature will be rejected.

4. AWARD AND EXECUTION OF CONTRACT The award of the contract, if awarded, will be made to the lowest responsive bidder whose proposal complies with all the prescribed requirements. The right is reserved, however, to reject any or all bids and to waive technical errors or discrepancies if it is deemed to best serve the interests of the City. An award will be made only until all necessary investigations are made as to the responsiveness of the low bidder.

Failure to execute a contract and file acceptable bonds as provided herein within the above timeline, not including Sundays, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

The Contractor will be required to obtain a City Business License prior to award of the contract.

5. SIGNATURE OF CONTRACTOR

- a. Corporation Any bids submitted by a corporation must include the name of the corporation, and must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk's Office.
- b. Partnerships Any bids submitted by a partnership must contain the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging the signer to be a general partner is presented to the City Clerk.
- c. Joint Ventures Any bids submitted by a joint venture must so state that and must be signed by each joint venturer.
- d. Individuals Any bids submitted by an individual must be signed by that individual unless an up-to-date power of attorney is on file in the City Clerk's Office, in which case the person indicated in the power of attorney may sign for the individual.

The above rules also apply in the case of a fictitious firm name. In addition, however, where the fictitious name is used, it must be so indicated where the signature appears.

6. BONDS

- a. Bid Bonds Bid must be accompanied by cash, cashier's check, certified check, or

surety bond in an amount equal to ten percent (10%) of the total amount in the Contractor's Proposal. Checks and bonds shall be made payable to the City of San Fernando.

- b. Contract Bonds The Contractor simultaneously with execution of the Agreement shall furnish a 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 a separate surety bond in an equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract, as required by the terms of an Act entitled:

"An Act to secure the payment of the claim of persons employed by Contractors upon Public Works, and the claims of persons who furnish materials, supplies, teams, implements; or machinery used or consumed by such Contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended.

Bond Forms required are included in these specifications. Copies will be furnished to prospective bidders upon request.

Whenever any Surety or Sureties on any such bonds, or any bonds required by Law for the protection of the claims of laborers and material men become insufficient or the City Engineer has cause to believe that such Surety or Sureties have become insufficient, a demand in writing may be made of the Contractor for each further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

7. RETURN OF BIDDER'S GUARANTIES Within ten (10) days after the award of the contract, the City will return the proposal guaranties accompanying those proposals which are not to be considered in making award. All other proposals which are to be held until the contract has been finally executed, will be returned to the respective bidders after award of contract.
8. CONFLICT OF INTEREST In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

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***The following documents in the PROPOSAL section of these Contract Documents must be completed and submitted with the bid package:***

P-1	Contractor's Proposal
P-2	Bid Schedule
P-5	Bidder's Bond
P-6	Contractor Information
P-7	List of References
P-8	List of Subcontractors
P-9	Minority, Women, Small Business Enterprise Form
P-10	Certificate of Secretary of Adoption of Resolution
P-11	List of Subcontractors, Suppliers, & Vendors Contacted to Receive Prices in Preparation of Bid Proposal
P-12	Non-Collusion Affidavit

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## CONTRACTOR'S PROPOSAL

CITY OF SAN FERNANDO  
117 MACNEIL STREET  
SAN FERNANDO, CALIFORNIA 91340

HONORABLE MAYOR AND  
MEMBERS OF THE CITY COUNCIL:

The undersigned declares that this proposal was prepared by carefully examining the location of the proposed work, the Plans, the Specifications, and the Contract Documents entitled:

**GLENOAKS BOULEVARD STREET RESURFACING  
AND HIGHWAY SAFETY IMPROVEMENT PROJECT  
Federal Project No. HSIPL-5202(018)  
Job No. 7595, Plan No. P-728**

The undersigned hereby proposes to furnish all labor, materials, equipment, tools, transportation, and services to perform all work required and to complete said work within **Eighty (80)** working days after the commencement date stated in the Notice to Proceed. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print/Type)

\_\_\_\_\_  
Title

## BID SCHEDULE

### GLENOKS BOULEVARD STREET RESURFACING AND HIGHWAY SAFETY IMPROVEMENT PROJECT

Federal Project No. HSIPL-5202(018)

Job No. 7595, Plan No. P-728

#### BID SCHEDULE "A" – CITY FUNDS

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Provide Construction Survey	LS	1	\$	\$
2	Re-establish Monuments	EA	15	\$	\$
3	Roadway Excavation	CY	2,100	\$	\$
4	Remove and Construct 8" Curb and Gutter	LF	300	\$	\$
5	Remove and Construct 4-inch Thick PCC Sidewalk	SF	3,400	\$	\$
6	Construct Retaining Curb	LF	30	\$	\$
7	Remove and Construct 4-inch Thick PCC Residential Driveway	SF	4,200	\$	\$
8	Remove and Construct 6-inch Thick PCC Commercial Driveway	SF	2,700	\$	\$
9	Cold Mill Existing Asphalt Concrete, 2-Inch Depth	SF	290,100	\$	\$
10	Cold Mill Existing Asphalt Concrete, 2.5-Inch Depth	SF	64,900		
11	Construct 2-Inch ARHM Cap Pave	TON	3,960	\$	\$
12	Construct 2.5-Inch ARHM Cap Pave	TON	1,100	\$	\$
13	Construct 2.5-Inch HMA	TON	770	\$	\$
14	Construct 10.5-inch Thick Class II Aggregate Base	CY	1,650	\$	\$
15	Remove Existing and Construct Portions of 8" Thick PCC Cross Gutter Spandrel per SPPWC Std 122-2	SF	900		
16	Construct Metal Handrail Per SPPWC Std 606-4, Type B	LF	15	\$	\$
17	Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case B	EA	15	\$	\$
18	Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case C	EA	8	\$	\$
19	Furnish and Install Detectable Warning Surface (Truncated Domes) on Existing Ramps Per Caltrans Std. Plan A88A	SF	18	\$	\$
20	Adjust Existing Manhole Frames and Covers to Finished Grade	EA	32	\$	\$
21	Adjust Valve Box, Can, and Cap to Finished Grade	EA	104	\$	\$
22	Signing and Striping	LS	1	\$	\$
23	Provide Traffic Control Plan and Traffic Control (3% max of the total bid amount)	LS	1	\$	\$
<b>BID SCHEDULE "A" TOTAL</b>					<b>\$</b>



**BID SCHEDULE "B" – HSIP FUNDS**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
24	Construct 6" PCC Doweled Median Curb	LF	5,700	\$	\$
25	Construct 4" PCC Concrete (Median)	SF	11,900	\$	\$
26	Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case B (Maclay Ave, Griswold Ave, Arroyo Ave)	EA	5	\$	\$
27	Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case B Modified (Griswold Ave)	EA	1	\$	\$
28	Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case B Modified (Arroyo Ave)	EA	1	\$	\$
29	Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case C (Griswold Ave, Arroyo Ave)	EA	3	\$	\$
30	Remove Raised Median and Curb	SF	200	\$	\$
31	Traffic Signal Modification Glenoaks Blvd at Orange Grove Ave	LS	1	\$	\$
32	Traffic Signal Modification Glenoaks Blvd at Harding Ave	LS	1	\$	\$
33	Traffic Signal Modification Glenoaks Blvd at Maclay Ave	LS	1	\$	\$
34	Traffic Signal Modification Glenoaks Blvd at Brand Blvd	LS	1	\$	\$
35	Traffic Signal Modification Glenoaks Blvd at Griswold Ave	LS	1	\$	\$
36	Traffic Signal Modification Glenoaks Blvd at Arroyo Ave	LS	1	\$	\$
37	Provide Traffic Control Plan and Traffic Control (3% max of the total bid amount)	LS	1	\$	\$
<b>BID SCHEDULE "B" TOTAL</b>					<b>\$</b>

**Total Base Bid in numbers (Schedule A +B)      \$ \_\_\_\_\_**

**ADDITIVE BID ITEMS**

NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	ITEM PRICE	TOTAL
38	Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Orange Grove Avenue.	LF	210	\$	\$
39	Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Harding Avenue.	LF	240	\$	\$
40	Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Maclay Avenue.	LF	315	\$	\$
41	Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Brand Boulevard.	LF	260	\$	\$
42	Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks	LF	255	\$	\$

NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	ITEM PRICE	TOTAL
	Boulevard and Griswold Avenue.				
43	Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Arroyo Avenue.	LF	280	\$	\$
TOTAL ADDITIVE BID AMOUNT:					

**TOTAL BASE BID PLUS ADDITIVE BID ITEMS IN NUMBERS**

**The Contract shall then be awarded to the lowest qualified bidder based on the Total Base Bid (Schedule A +B), and Total Additive Bid combined. However, the City reserves the right to remove any and/or all of the Additive Bid Items at the time of the City's issuance of its Notice to Proceed and no bid price adjustments will be allowed. Said Notice to Proceed shall determine/specify which of the Additive Bid Items, if any, shall be remain as part of this contract.**

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None". FAILURE TO ACKNOWLEDGE RECEIPT OF ANY ADDENDA ISSUED WILL RENDER THE CONTRACTOR'S BID NON-RESPONSIVE.

List of Addendum Received: \_\_\_\_\_

The City does not expressly or by implication agree that the actual amount of work will correspond with the foregoing quantities but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer.

The bidder further agrees that in case of not executing the required contract with necessary bonds within ten (10) days, not including Sundays, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of San Fernando.

By submission of the Contractor's Proposal, the bidder also certifies that the bid is a balanced bid.

## BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

that we, \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the City of San Fernando in the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)  
to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of  
which sum well and truly made, we bind ourselves, our heirs, executors and administrators,  
successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the  
above bounden \_\_\_\_\_  
to construct \_\_\_\_\_  
(insert names of streets and limits to be improved) dated \_\_\_\_\_ is accepted  
by the City of San Fernando, and if the above bounden his heirs, executors, administrators,  
successors and assigns, shall duly enter into and execute a contract for such construction, and  
shall execute and deliver the two bonds described within ten (10) days (not including Sunday)  
from the date of the mailing of a notice to the above bounden \_\_\_\_\_  
by and from the said City of San Fernando that said contract is ready for execution, then this  
obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this \_\_\_\_\_ day of  
\_\_\_\_\_, 2019.

Principal

Surety

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently  
power of attorney must be attached to the bond to verify the authority of any party signing on  
behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

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

## CONTRACTOR INFORMATION

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Type of Firm: Individual ( ) Partnership ( ) Corporation ( )

Corporation organized under the laws of the State of \_\_\_\_\_

Contractor's License Number \_\_\_\_\_ State \_\_\_\_\_ Classification \_\_\_\_\_ Expiration Date \_\_\_\_\_

DIR Registration Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Names and titles of all officers of the firm

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## LIST OF REFERENCES

(To be submitted by contractors who have not worked with the City of San Fernando.)

1. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
2. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
3. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
4. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
5. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
6. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_



## LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: \_\_\_\_\_

Address of office, mill or shop: \_\_\_\_\_

Specific description of subcontract: \_\_\_\_\_

License No.: \_\_\_\_\_ Amount of Subcontract: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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Name under which subcontractor is licensed: \_\_\_\_\_

Address of office, mill or shop: \_\_\_\_\_

Specific description of subcontract: \_\_\_\_\_

License No.: \_\_\_\_\_ Amount of Subcontract: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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Name under which subcontractor is licensed: \_\_\_\_\_

Address of office, mill or shop: \_\_\_\_\_

Specific description of subcontract: \_\_\_\_\_

License No.: \_\_\_\_\_ Amount of Subcontract: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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Name under which subcontractor is licensed: \_\_\_\_\_

Address of office, mill or shop: \_\_\_\_\_

Specific description of subcontract: \_\_\_\_\_

License No.: \_\_\_\_\_ Amount of Subcontract: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

---

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISES

BUSINESS NAME: \_\_\_\_\_  
ADDRESS (P.O. BOX NOT ACCEPTABLE): \_\_\_\_\_  
CITY, STATE, ZIP CODE: \_\_\_\_\_  
PHONE NUMBER (\_\_\_\_) \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

1. MINORITY OWNED

Composition of ownership (more than 50% of ownership of the organization):  
Please check one of the following:

\_\_\_\_\_ Black American      \_\_\_\_\_ Asian/Pacific American  
\_\_\_\_\_ Native American      \_\_\_\_\_ Hispanic American      \_\_\_\_\_ Other ethnicity

2. WOMEN OWNED

More than 50% of this business is owned by women:

\_\_\_\_\_ Yes      \_\_\_\_\_ No

3. SMALL BUSINESS ENTERPRISE

This business enterprise collects \$1,000,000 or less in gross revenue per year.

\_\_\_\_\_ Yes      \_\_\_\_\_ No

Does your firm intend to use subcontractors or independent contractors for this project?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, all others must fill out the bidder's application also.

Has this business been certified by any other agency as a minority/women owned enterprise or small business enterprise?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please list name(s) and telephone number(s) of certifying agencies.

Is this a joint venture proposal?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

## CERTIFICATE OF SECRETARY OF ADOPTION OF RESOLUTION

I, \_\_\_\_\_ (insert name of Secretary), do hereby certify that I am the Secretary of \_\_\_\_\_ (insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

"RESOLVED, that any of the following officers of this corporation, \_\_\_\_\_, \_\_\_\_\_ President  
\_\_\_\_\_, Vice President and  
\_\_\_\_\_, secretary  
*(insert names of officers and capacity where not shown), (any two acting together) (any one acting alone) (strike out inapplicable portion),* be and they are hereby authorized to execute and deliver in the name of and for and on behalf of this corporation, any and all bids, authorizations, contracts, bonds and agreements of any nature or sort whatsoever.

BE IT FURTHER RESOLVED, that any and all persons, firms, corporations and other entities, including public entities, shall be entitled to rely on the authority of (any one of such officers) (any two of such officers acting together) (strike out inapplicable portion), above named, to bind this corporation by the execution and delivery of any such bids, authorizations, contracts, bonds and agreements.

BE IT FURTHER RESOLVED, that the authority herein contained shall remain effective until the person, corporation, or public entity relying upon the authority herein contained, receives written notice to the contrary signed by duly authorized officers of this corporation, that all previous authorizations theretofore given with respect to the matters herein contained are revoked. That the revocation of the authority herein contained shall not affect the validity of any instrument herein referred to signed by any person or persons at the time authorized to act."

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Secretary

**Affix Seal**

**LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO  
RECEIVE PRICES IN PREPARATION OF BID PROPOSAL**

1. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
2. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
3. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
4. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
5. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
6. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT

**GLENOAKS BOULEVARD STREET RESURFACING  
AND HIGHWAY SAFETY IMPROVEMENT PROJECT  
Federal Project No. HSIPL-5202(018)  
Job No. 7595, Plan No. P728**

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and  
says that he is \_\_\_\_\_  
(Sole owner, partner, president, secretary, etc.)

of \_\_\_\_\_  
the party making the foregoing bid; 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 such bidder 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 said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder 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 with said bidder in his general business.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Authorized Signature

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
Name (Print/Type)

\_\_\_\_\_  
Title

On \_\_\_\_\_, 2019 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 acknowledge 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.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public





## CONSTRUCTION CONTRACT/AGREEMENT

### (NAME OF CONTRACTOR)

Glenoaks Boulevard Street Resurfacing  
and Highway Safety Improvement Project  
Federal Project No. HSIPL-5202(018), Job No. 7595, Plan No. P-728

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and \_\_\_\_\_ "CONTRACTOR."

### WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5202(018), Project No. 7595, Plan No. P-728**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5202(018), Project No. 7595, Plan No. P-728** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated \_\_\_\_\_.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of \_\_\_\_\_ (\$\_\_\_\_\_).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice to Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within **Eighty (80)** working days from the date the Notice to Proceed is issued.

**CONSTRUCTION CONTRACT/AGREEMENT**

**Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5205(018), Job No. 7595, Plan No. P-728**

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: **Three thousand two hundred Dollars (\$3,200.00)** for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California. CONTRACTOR, by executing this Agreement, hereby certifies that it shall adopt the current general prevailing Federal and/or State rates of wages applicable to the Work of Improvement.

7. 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 City deems appropriate.

8. Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime CONTRACTOR or SUBCONTRACTOR to pay any SUBCONTRACTOR not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime CONTRACTOR or SUBCONTRACTOR to pay a SUBCONTRACTOR no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for a good cause and with the prior written approval of the CITY. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

9. Federal Regulation (49 CFR 26.29) requires the following method be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime CONTRACTOR or SUBCONTRACTOR to a SUBCONTRACTOR:

The CITY may hold retainage from the prime CONTRACTOR and provide for prompt and regular incremental acceptances of portions of the contract, pay retainage to prime CONTRACTORS based on the acceptances, and include a contract clause obligating the prime contract and subcontractors to pay all retainage owed to all

**CONSTRUCTION CONTRACT/AGREEMENT**

**Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5205(018), Job No. 7595, Plan No. P-728**

SUBCONTRACTORS for satisfactory completion of the accepted work within 30 days after receipt of the retainage. This clause must require the prompt release of retainage payments from the prime CONTRACTOR to the SUBCONTRACTOR within a specified number of days after the SUBCONTRACTOR'S work is satisfactorily completed.

In the above method, a SUBCONTRACTOR'S work is satisfactorily completed when all tasks called for in the contract have been accomplished and documented as required by the CITY. The work of a SUBCONTRACTOR covered by that acceptance is deemed to be satisfactorily completed, when the CITY has made an incremental acceptance of a portion of the contract work. Federal Regulation (49 CFR 26.29) also requires that any delay or postponement of payment among the parties may take place only for good cause, must have the prior written approval of the agency, and that appropriate means of enforcement such as those contained in Section 7108.5 of the California Business and Professions Code must be included in the contract.

10. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Fifty Dollars (\$50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

11. CONTRACTOR, by executing this Agreement hereby certifies:  
"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

12. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

**CONSTRUCTION CONTRACT/AGREEMENT**

**Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal  
Project No. HSIPL-5205(018), Job No. 7595, Plan No. P-728**

\_\_\_\_\_  
CONTRACTOR

BY \_\_\_\_\_

\_\_\_\_\_  
Title

BY \_\_\_\_\_

\_\_\_\_\_  
Title

CITY OF SAN FERNANDO  
A Municipal Corporation

\_\_\_\_\_  
ALEXANDER P. MEYERHOFF  
CITY MANAGER

ATTEST:

\_\_\_\_\_  
ELENA G. CHAVEZ  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
RICK R. OLIVAREZ  
CITY ATTORNEY  
OLIVAREZ MADRUGA, P.C.

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner, in the sum of  
\_\_\_\_\_ (\$ \_\_\_\_\_)  
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 conditions of this obligation are such that whereas the Principal entered into a contract, attached  
hereto, with the Owner dated \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants,  
terms, conditions and agreements of said contract during the original term thereof, and any extensions  
thereof that may be granted by the Owner with or without notice of the Surety, and during the life of any  
guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings,  
covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract  
that may hereafter be made, then this obligation shall be void; otherwise this obligation shall remain in  
full force and virtue.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of  
time, alteration or modification of the contract documents or of the work to be performed thereunder  
shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such  
changes, extensions of time; and alterations or modifications of the contract documents and/or of the  
work to be performed thereunder.



IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the \_\_\_\_\_ day of \_\_\_\_\_, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

	(Principal)
ATTEST:	_____
	(Address)
_____	_____
	(By)
_____	_____
	(Title)
	_____
ATTEST:	_____
	(Address)
_____	_____
	(By)
_____	_____
	(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$\_\_\_\_\_ per thousand.

Total amount of premium charge is \$\_\_\_\_\_.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

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

## PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL MEN BY THESE PRESENTS: that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner, in the sum of  
\_\_\_\_\_ (\$\_\_\_\_\_)  
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 conditions of this obligation are such that whereas the Principal entered into a contract, attached  
hereto, with the Owner dated \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and  
material in the prosecution of the work provided for in said contract, and any and all duly authorized  
modifications of each contract that may hereafter be made, then this obligation shall be void, otherwise  
this obligation shall remain in full force and virtue.

The condition of this obligation is such that, if said Principal or his or its subcontractors, or the heirs,  
executors, administrators, successors or assigns thereof, shall fail to pay any of the persons named in  
Section 3181 of the Civil Code of the State of California for any materials, provisions, provender or other  
supplies used in, upon, for or about the performance of the work or labor performed by any such  
claimant or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board  
from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the  
Revenue and Taxation Code, with respect to such work and labor, then said Surety will pay for the same,  
in the amount not exceeding the sum set forth hereinabove and also, in case suit is brought upon the  
bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit  
of any and all persons named in the aforesaid Civil Code Section 3131 so as to give a right of action to  
them or their assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of  
time, alteration or modification of the contract documents or of the work to be performed thereunder  
shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such  
changes, extensions of time; and alterations or modifications of the contract documents and/or of the  
work to be performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the \_\_\_\_\_ day of \_\_\_\_\_, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

	_____ (Principal)
ATTEST:	_____ (Address)
_____	_____ (By)
_____	_____
	_____
ATTEST:	_____ (Address)
_____	_____ (By)
_____	_____ (Title)

(To be filled in by Surety)

Rate of premium on this bond is \$\_\_\_\_\_ per thousand.

Total amount of premium charge is \$\_\_\_\_\_.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

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



## WARRANTY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_, licensed and domiciled in the state of California as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF SAN FERNANDO as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, \_\_\_\_\_ as Contractor, has by written agreement dated \_\_\_\_\_, 2019, entered into a contract with Owner for Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5205(018) Job No. 7595 in accordance with Drawings and Specifications contained in a written and executed contract, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in force for a period of **one** year after the date of the notice of completion and which shall be conditioned to guarantee against all defects in workmanship and materials which shall become apparent during said period.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or;
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The transaction of insurance as evidenced by this bond is agreed by all parties to have taken place in the State of California in conformance with the laws therein, the Surety hereby accepts jurisdiction for adjudication of all claims in the state wherein the claims have occurred.

This bond is for the protection of the owner and gives no protection to any claimant other than those provided for by statute in the state wherein the claim occurs. The owner hereby agrees that no payments shall be made in excess or advance of any work specifically performed under the contract without the express written consent of the Surety.

For claims regarding non-payment for services provided or materials supplied under the contract, a claimant is defined herein as one having a direct contract with the Principal and/or subcontractor of the Principal. No suit or action shall be commenced hereunder by any claimant unless claimant shall:

1. Notify the Surety of the direct contract with the Principal or Subcontractor of the Principal

within 30 days of entering into such contract and;

2. Notify the Surety of any demands for payment under such direct contracts concurrently with the Principal and/or Subcontractor of the Principal and;
3. Notify the Surety by certified mail within 15 days of any payment not made when due, or within 30 days of demand.

As the purpose of this bond is to warrant work previously performed by the Principal in the contract specified herein, the Owner shall notify Surety immediately by certified mail upon demand for work to be performed under this bond.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the \_\_\_\_\_ day of \_\_\_\_\_, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
(Principal)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$\_\_\_\_\_ per thousand.

Total amount of premium charge is \$\_\_\_\_\_.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

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

## **GENERAL PROVISIONS**

### **PART I**

The documents that control construction, work performed, and materials furnished hereunder are the Contract Documents. The Contract Documents include the Notice Inviting Bids, Contractor's Proposal, Contract/Agreement, Bonds, Specifications, and the documents in the Appendix, if any, all of which are hereby incorporated and made a part of these Contract Documents. The Specifications include the Standard Specifications, these Special Provisions which supplement or modify the Standard Specifications, Plans, Standard Plans, and the Technical Specifications.

The Standard Specifications is the latest edition of the Standard Specifications for Public Works Construction, including supplements, written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California, and the American Water Works Association (AWWA) Standards.

In case of conflict between documents, the precedence of documents shall follow Subsection 2-5.2 of the Standard Specifications, except that the Technical Provisions precede the Special Provisions. However, for any other precedence of documents, the Technical Provisions shall be considered part of the Special Provisions.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

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

##### Subsection 1-2 Terms and Definitions

Add the following to the provisions of Subsection 1-2, "Terms and Definitions":

The Standard Specifications, Standard Plans, and Manual of Traffic Controls, latest edition of each, of the State of California, Department of Transportation, and the Los Angeles County Department of Public Works Standard Plans, the City of San Fernando Standard Plans, and the American Water Works Association (AWWA) are incorporated herein by reference and are hereby accepted as Reference Specifications. These Reference Specifications are intended to govern certain construction materials, methods, and details except as modified herein or are inconsistent with the provisions herein. In case of conflict between the Reference Specifications and the Technical Provisions, the Technical Provisions shall govern. In case of a conflict between drawings and Technical Provisions, Technical Provisions shall prevail.

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

##### Subsection 2-1 Award and Execution of the Contract

Add the following to the provisions of Subsection 2-1, "Award and Execution of the Contract":

By mutual consent in writing of the parties signatory to the contract, alterations or deviations, increase or decreases, additions or omissions, in the plans and specifications may be made and the same shall in no way affect or make void the contract.

#### Subsection 2-4 Contract Bonds

Add the following to the provisions of Subsection 2-4, "Contract Bonds":

The performance bond shall remain in effect at least until the date of substantial completion/notice of completion, except as otherwise provided. The contractor warrants and guarantees to the City that all work will not be defective. The contractor shall furnish a warranty performance and payment bond equal to at least one hundred percent of the final contract price or \$1,000, whichever is greater, before the contract performance and payment bonds can be released or the retention payment paid. The warranty performance and payment bond shall be in effect until at least one year after the date of the notice of completion, except that utility work shall require it to be in effect for three years.

#### Subsection 2-5 Plans and Specifications

Add the following to the provisions of Subsection 2-5, "Plans and Specifications":

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by written direction of the Engineer. Should it appear that the work to be done, or any matter relative thereto is not sufficiently detailed or explained in these Specifications, Special Provisions, Technical Provisions, or Plans, the contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the original specifications. In the event of doubt or questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

#### Record Drawings:

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned location of all buried facilities, such as drains, sumps, pipe, valves, electrical conduit, and irrigation wire.

Dimensions must be taken from above ground permanent, architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawing shall be reviewed prior to all progress payment requests and submitted prior to final inspection.

#### Subsection 2-9 Surveying

Add the following:

The Contractor shall preserve all benchmarks, monuments, survey marks, centerline ties and stakes and, in case of their impending removal or destruction by his/her operations he/she shall be responsible for notifying the City Engineer **prior** to their removal. Failure to provide such

notification will result in the Contractor being liable for all costs associated with their replacement.

2-9.1 Permanent Survey Markers. Subsection 2-9.1 is hereby deleted and replaced with the following:

The Contractor shall retain a Licensed Land Surveyor, or a Registered Civil Engineer authorized to practice land surveying within the State to Reset Survey Monuments. The Contractor is responsible for the filing and recording of the Survey Monuments.

2-9.2 Survey Service. Subsection 2-9.2 is hereby deleted and replaced with the following:

The Contractor shall retain a Licensed Land Surveyor, or a Registered Civil Engineer authorized to practice land surveying within the State to provide construction staking. The Contractor is responsible for the accuracy of surveying adequate for construction.

2-9.5 Measurement and Payment. The following section is hereby added:

Payment for Construction Survey shall be paid at the contract unit bid price and shall include full compensation for furnishing all labor, materials, tools, equipment, surveyor, supervision, and incidentals for doing all the work involved and no separate payment shall be made thereof.

Payment for monumentation restoration shall be paid at the contract unit price bid per intersection, including furnishing all labor, materials, tools, equipment, surveyor supervision, filing and recordation and other incidental for doing all the work involved and no separate payment shall be made thereof.

#### Subsection 2-10 Authority of the Board and the Engineer

Add the following to the provisions of Subsection 2-10, "Authority of the Board and the Engineer":

The Engineer shall retain all written protests filed, and, upon completion of the work, shall submit all such protests to the City Council, together with a copy of the Engineer's prior written decisions for consideration by the City Council at the time of final acceptance of the work. The Contractor or its representative may appear and be heard by the City Council concerning any such protests. In connection with acceptance of the work and final payment under the Contract, the City Council shall make its determination with respect to each protest filed with the Engineer. The decision of the City Council shall be final.

#### Subsection 2-11 Inspection

Add the following to the provisions of Subsection 2-11, "Inspection":

Inspection work requested by the contractor outside of the prescribed working hours shall be paid by the contractor at the City's overtime rate.

### **SECTION 3 - CHANGES IN WORK**

Subsection 3-3 Extra Work

Add the following to the provisions of Subsection 3-3.1, "General":

The contractor shall proceed with extra work only upon written order from the Engineer. For such extra work the contractor shall receive payment as agreed upon in writing, or he shall be paid on force account. The contractor shall not exceed any of the quantities in the proposal unless prior authorization from the engineer is obtained in writing.

**3-3.2.3 Markup.**

**3-3.2.3.1 Work by Contractor.**

*Replace the entire paragraph 3-3.2.3.1 Work by Contractor, with the following:*

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead, insurance of any type and profits on extra work performed by the Contractor:

(1) Labor .....	15%
(2) Materials .....	10%
(3) Equipment Rental .....	10%
(4) Other Items and Expenditures .....	10%

To the sum of the costs and markups provided for this subsection, one percent shall be added as compensation for bonding. For all negotiated Change Orders the allowance for overhead and profit shall include full compensation for superintendence, insurance premiums, taxes, field office expense, extended overhead, home office overhead, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for in this Article.

**3-3.2.3.2 Work by Subcontractor.**

*Delete the entire subsection 3-3.3.3.2 Work by Subcontractor and replace with the following:*

When a subcontractor performs all or any part of the extra work, the markup established in subsection 3-3.2.3.1 shall be applied to the subcontractor's actual cost of such work, and shall constitute its only payment for all overhead, insurance of any type and profits. The Contractor shall receive an additional markup, not to exceed five (5) percent, for all its overhead, insurance of any type and profit on the "extra work" performed by the Subcontractor.

Subsection 3-5 Disputed Work

Add the following to the provisions of Subsection 3-5, "Disputed Work":

- A. In accordance with Public Contract Code Section 20104, and for the purposes of Paragraphs B only, the term "Defined Claim" shall mean a separate demand by the Contractor to the Owner of a value of \$375,000 or less, for any of the following: (a) a time extension, (b) payment of money or damages arising from work done by the Contractor pursuant to the Contract Documents and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount of payment which is disputed by the Owner.
- B. RESOLUTION OF DEFINED CLAIMS Pursuant to Sections 20104 et seq., of the Public Contracts Code, the provisions of this Paragraph B shall apply to all "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in the amount of \$375,000 or less).



#### Filing and Response to Defined Claim

The Defined Claim shall be in writing, include the documents necessary to substantiate the Defined Claim, and be filed with the Owner on or before the date of the final payment for the work.

If the Defined Claim is less than \$50,000, the new Owner shall respond in writing to the Defined Claim within 45 days of its receipt; or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

If the Defined Claim is over \$50,000, the Owner shall respond in writing to the Defined Claim within 60 days of its receipt, or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 30 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information or requested documentation.

#### Meet and Confer Regarding Defined Claim

If the Contractor disputes the Owner's written response, or if the Owner fails to respond within the prescribed time, to the Defined Claim, the Contractor may notify the Owner in writing within 15 days, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand, the Owner shall schedule a meet and confer conference within 30 days. If the claim or any portion thereof remains in dispute following the meet and confer conference, the Contractor may file a claim pursuant to Government Code Section 900, et seq. For purposes of this Paragraph B, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits the Defined Claim until the time such Defined Claim is denied, including any period of time utilized by the meet and confer conference.

#### Procedures for Civil Actions Filed to Resolve Defined Claims

The following procedures shall apply to any civil action filed pursuant to this Paragraph B:

Non-Binding Mediation Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator and shall be commenced within 30 days of the submittal and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

Judicial Arbitration If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, et seq., of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedures of Code of Civil Procedure Section 2016, et seq., shall apply, consistent with the rules

pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, et seq., (a) arbitrators shall, upon stipulation of the parties, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorney's fees on appeal of the other party.

Interest on Award of Judgment In any suit filed pursuant to Paragraph (G)3.2, the Owner shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

- C. RESOLUTION OF CLAIMS OTHER THAN DEFINED CLAIMS The provisions of this Paragraph C shall apply to all claims that are not "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in excess of \$375,000.00).

Written Claim

If the Contractor is not satisfied with any action by the City Council to resolve the protest of any claim other than a Defined Claim, it shall file with the City Council, within fifteen (15) days after such determination, a written claim which shall comply with the requirements for a claim under Division 3.6 of Title 1 (commencing with Section 810) of the California Government Code. The City Council shall take action with respect to any such claim as provided in Division 3.6 of Title 1 of the Government Code. Denial of such claim by the City Council shall be a prerequisite to the institution of any legal proceeding challenging the action of the City Council. If the Contractor fails to file a claim within the time specified herein, it shall be deemed satisfied with the action of the City Council with respect to its protests, and such failure to file a claim shall be deemed to be a waiver of all claims and demands arising out of or relating to this Contract.

Limitation Period

Demand for Arbitration of any claim other than a Defined Claim shall be served upon the Owner within the time limits set forth in Division 3.6 of the California Government Code for commencement of legal proceedings against a local public agency.

Arbitration

Except as provided to the contrary herein, arbitration of any claim other than a Defined Claim may be initiated by the Contractor and shall be conducted in accordance with the provisions of California Code of Civil Procedure Sections 1280, et seq. The parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner: (1) The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Owner shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator; (2) In the event that none of the names submitted by Contractor are acceptable to Owner or if for any reasons the Arbitrator selected in Step (1) is unable to serve, the Owner shall submit to Contractor a list of the five names of persons acceptable to Owner for appointment as Arbitrator to Contractor who shall in turn have 10 days in which to determine if one such person is acceptable; (3) If after Steps (1) and (2) the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the Los Angeles County Superior Court pursuant to Code of Civil Procedure Section 1281.6.



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

### **Subsection 4-1.3 Inspection Requirements**

Add the following to the provisions of Subsection 4-1.3, "Inspection Requirements":

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the contractor or producer of material to be used in the work, for testing or examination as desired by the Engineer. All tests of industry materials furnished by the contractor shall be made in accordance with commonly recognized industry standards or special methods and tests as prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

## **SECTION 5 - UTILITIES**

### **Subsection 5-1 Location**

Add the following to the provisions of Subsection 5-1, "Location":

Utilities for the purpose of these Special Provisions shall be considered as including but not limited to; pipelines; conduits; transmission lines; appurtenance of both public utilities and private industries, business, or individual; storm drains; sanitary sewers; and street lighting conduits.

The City has endeavored to locate and indicate on the drawings all underground utilities, facilities, and obstructions within the limit of the work under this contract or so nearly adjacent thereto as to interfere with the execution of the work. However, the accuracy and completeness of the utilities location indicated on the plans is not guaranteed. Sewer service lines, gas service connections, and street lights and traffic signal conduits may not be shown on the plans.

The contractor is responsible to determine the exact location of utilities and its service connections during construction. The contractor shall notify the City of the exact location of any utility or service connection which is not shown or incorrectly shown on the plans.

The contractor shall be expected to maintain liaison with the affected utility company representatives, and shall notify them prior to beginning of the job and each time the particular utility is or could possibly be affected at least 24 hours in advance:

- |    |                                 |              |
|----|---------------------------------|--------------|
| 1. | Verizon Company                 | 818-365-3128 |
| 2. | Edison Company                  | 800-611-1911 |
| 3. | Southern California Gas Company | 818-701-3342 |
| 4. | San Fernando Water Department   | 818-898-1293 |
| 5. | L.A. City Municipal Services    | 800-342-5397 |
| 6. | L.A. Metropolitan Water Dist.   | 626-844-5610 |
| 7. | Time Warner Cable               | 818-700-6100 |

8. Pacific Pipeline Co.  
9. Verizon / GTE

800-987-4737  
818-365-3128

## **SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK**

### Subsection 6-1 Construction Schedule and Commencement of the Work

Add the following to the provisions of Subsection 6-1, "Construction Schedule and Commencement of the Work":

Construction work is limited to normal working hours unless prior written approval is obtained from the Engineer. Normal working hours for construction are between 7 a.m. and 4 p.m.

The Contractor shall begin work within three (3) days of the commencement date stated in the Notice to Proceed and shall diligently prosecute the same to completion before the time required to complete the work stated in the Contractor's Proposal expires.

### Subsection 6-6 Delays and Extensions of Time

Add the following to the provisions of Subsection 6-6, "Delays and Extensions of Time":

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of war, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather or delays of subcontractors due to such causes, provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the cause of delay, who shall ascertain the facts and the extent of the delay, and his findings of the facts thereon shall be final and conclusive.

### Subsection 6-7 Time of Completion

Add the following to the provisions of Subsection 6-7, "Time of Completion":

Where a single shift is worked, eight (8) consecutive hours between 7 a.m. and 5 p.m. shall constitute a day's work at straight time for all workers. Forty (40) hours between Monday, 7 a.m., and Friday, 5 p.m. shall constitute a week's work at straight time. Holidays as herein referred to shall be deemed to be:

- |                           |                          |
|---------------------------|--------------------------|
| ▶ New Year's Day          | ▶ Labor Day              |
| ▶ Martin Luther King Day  | ▶ Veterans Day           |
| ▶ Washington's Birthday   | ▶ Thanksgiving Day       |
| ▶ Cesar Chavez's Birthday | ▶ Day after Thanksgiving |
| ▶ Memorial Day            | ▶ Christmas              |
| ▶ Independence Day        |                          |

### Subsection 6-8 Completion, Acceptance and Warranty

Add the following to the provisions of Subsection 6-8, "Completion, Acceptance and Warranty":

Final inspection and recommendation of completion by the Engineer does not constitute acceptance of the project. The contractor remains responsible for the project until acceptance of the work by the City Council.

#### Subsection 6-9 Liquidated Damages

Add the following to the provisions of Subsection 6-9, "Liquidated Damages":

It is agreed by the parties to the contract that liquidated damages for work under this contract is the sum of Three thousand two hundred Dollars (\$3,200.00) per day for each and every day's delay beyond the time prescribed to complete the work. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, Contractor agrees that the City of San Fernando may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contract, his heirs, assigns or sureties; and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimates shall not be included in such charges.

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

#### Subsection 7-2 Labor

Add the following to the provisions of Subsection 7-2, "Labor":

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the contractor or any subcontractor under him.

Section 1777.5, as amended, requires the contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
2. When the number of apprentices in training in the area exceeds a ratio of one to five, or
3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or

4. When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The contractor and any subcontractor under him shall apply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

#### Subsection 7-2.2 Prevailing Wages

Add the following to the provisions of Subsection 7-2.2, "Prevailing Wages":

Eight hours constitutes a legal days' work. The contractor shall forfeit, as a penalty to the City of San Fernando, \$50.00 for each workman employed in the execution of the contract by the contractor 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 the Labor Code, and in particular, Sections 1810 to 1815, thereof, inclusive, except that work performed by employees of contractors in excess of eight hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay as provided in said Section 1815.

The contractor shall comply with Labor Code Section 1775 in accordance with said Section 1775, the contractor shall forfeit as a penalty to the City of San Fernando, \$50.00 for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the contractor.

In accordance with the provisions of Section 1770 to 1777 inclusive, of the Labor Code of the State of California, the City Council of San Fernando has adopted the general prevailing rates of per diem wages applicable to the work to be done as have been determined by the Director of the Department of Industrial Relations for the State of California.

#### Subsection 7-3 Insurance

Add the following to the provisions of Subsection 7-3, "Insurance":

The public liability insurance shall include protection from claims caused by automobiles, trucks, or other vehicles of the contractor or any subcontractor while in use both within and outside the

contract premises. The property damage insurance shall cover damage or destruction of any and all property other than that which is owned, leased, or in the care, custody or control of the Contractor or any subcontractor, with the liability limit applying to any one (1) accident, disaster or claim. All coverage provided by Contractor shall be considered primary and shall be completely exhausted before City coverage, if any and to be considered secondary, is exercised.

By appropriate endorsement, such policies of insurance required shall name the City of San Fernando as additionally insured with the Contractor with respect to the construction project described in these specifications and shall provide that such insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to the City of San Fernando. Said endorsement shall be a separate document. Certificates of the insurance carried evidencing such insurance coverage shall be delivered to the City of San Fernando concurrently with the execution of the contract by the Contractor.

#### Subsection 7-5 Permits

Add the following to the provisions of Subsection 7-5, "Permits":

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work

Pursuant to State Bill 854, the following new requirements apply to all public works projects:

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 website for contractor registration with the Department of Industrial Relations (DIR) is <https://efiling.dir.ca.gov/PWCR>; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is \$300.

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

#### Subsection 7-8.1 General

Add the following to the provisions of Subsection 7-8.1, "Cleanup and Dust Control":

All excess dirt and construction debris shall be hauled away from job site each day.

#### Subsection 7-9 Protection and Restoration of Existing Improvements

Add the following to the provisions of Subsection 7-9, "Protection and Restoration of Existing Improvements":

Existing improvements damaged or removed without written authorization shall be replaced by the contractor at no cost to the City. The contractor shall leave the work area in the same or better condition as compared to before beginning contract work.



## Subsection 7-10 Safety

7-10.1 Traffic and Access. Subsection 7-10.1 is hereby added to Subsection 7-10. The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Engineer.

At least one 12-foot wide traffic lane shall be provided for each direction of travel on all streets at all times, except as permitted by the Engineer. The traffic lanes shall be maintained on pavement and shall remain unobstructed.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

One 4-foot wide paved pedestrian walkway shall be maintained in the parkway area on one side of each street.

All drop-offs on the pavement over 1 inch in height that are perpendicular to the direction of traffic, including driveway approach, and will remain overnight shall be ramped with temporary AC pavement. The cost to construct temporary AC pavement shall be included in price paid for other items of work, and no additional payment thereof.

All open trenches shall be covered with non-skid steel plates or temporary asphalt pavement before and after work hours, unless otherwise directed by the Engineer.

7-10.2 Street Closures, Detours, Barricades. Subsection 7-10.2 is hereby added to Subsection 7-10. Street closures will not be allowed, except as specifically permitted by the Engineer.

In the event that any street must be closed, request must be received by the Engineer for approval and the following parties shall be notified at least 48 hours in advance.

- |    |                         |              |
|----|-------------------------|--------------|
| a. | Public Works Department | 818-898-1293 |
| b. | Police Department       | 818-898-1267 |
| c. | Fire Department         | 818-989-8561 |
| d. | Mauran Ambulance        | 818-365-3182 |

The Contractor shall prepare any traffic control or detour plans that may be required as directed by the Engineer.

Lane transitions shall conform to the California MUTCD latest edition, "Transition Area."

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by AGENCY forces shall be back charged to

the Contractor based on the actual costs, plus AGENCY overhead and withheld from the final payment.

At least 7-working days prior to commencing work, the Contractor shall submit his final construction schedule to the Engineer for approval. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least 48 hours prior to the scheduled operations on the streets affected.

**A STREET SHALL NOT BE SCHEDULED FOR SURFACING ON TRASH PICKUP DAY.**

All work shall be scheduled so that all areas are open to traffic between 4 p.m. and 7 a.m. the following day.

Traffic shall be directed through the project with warning signs, cones and flag persons in a manner that provides maximum safety for traffic and the workers, and the least interruption of the work.

7-10.6 Protection of the Public. Subsection 7-10.6 is hereby added to Subsection 7-10 of the Standard Specifications as follows:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life, or loss of property which would result from interruption or contamination of public water supply, from interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

Temporary "No Parking" signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 76 meters (250 feet) apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and

furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Payment for all the provisions above shall be included in the lump sum price bid for traffic control and no separate payment will be allowed thereof.

### **SECTION 8 - FACILITIES FOR AGENCY PERSONNEL**

No field offices for AGENCY personnel shall be required; however, the AGENCY's personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor if so provided by the Contractor for his own personnel.

### **SECTION 9 - MEASUREMENT AND PAYMENT**

#### **Subsection 9-3 Payment**

Add the following to the provisions of Subsection 9-3, "Payment":

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final project acceptance, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of San Fernando, City Council, and the Engineer from any and all claims of liability on account of work performed under the contract or any alteration thereof.

#### **Subsection 9-3.2 Partial and Final Payment**

Add the following to the provisions of Subsection 9-3.2, "Partial and Final Payment":

The City shall, once in each month, cause an estimate in writing to be made by the Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, at the time of such estimate; and the value thereof. The City of San Fernando shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall monthly pay the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than Three Hundred Dollars (\$300.00).

The Contractor may be required to submit updated work schedules and current record drawings (as-built) with requests for progress payments.



## **TECHNICAL PROVISIONS**

### **PART 2**

#### **CONSTRUCTION MATERIALS**

##### SECTION 200 – ROCK MATERIALS

###### 200-2 UNTREATED BASE MATERIALS

200-2.1 General. Untreated base shall be crushed miscellaneous base.

200-2.2 Crushed Aggregate Base.

200-2.2.3 Quality Requirements. The minimum R-value requirement will not be waived.

##### SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

###### 201-1 PORTLAND CEMENT CONCRETE

###### 201-1.1 Requirements

201-1.1.1 General. Add the following:

The same brand type, source of cement, and aggregate shall be used for all portland cement concrete.

201-1.1.2 Concrete Specified by Class and Alternate Class. Add the following:

Fly ash shall not be used.

201-4.1.1 General. Add the following:

Concrete curing compound shall be Type 2 for all underground structures.

##### SECTION 203 - BITUMINOUS MATERIALS

###### 203-6 ASPHALT CONCRETE

203-6.1 General. Add the following:

Asphalt concrete material used for remove and replace repairs within the roadway shall be Class and Grade C2-PG 64-10.

###### 203-6.4 Asphalt Concrete Mixtures

203-6.4.1 General. Add the following:

Acceptance as used in this Subsection 203-6.4 shall mean acceptance of material after spreading only. Acceptance of material in production shall be subject to all quality requirements based on sampling and testing as specified.

#### 203-11 ASPHALT-RUBBER HOT MIX (ARHM) WET PROCESS.

##### 203-11.1 General.

The following paragraph is hereby added to the end of Subsection 203-11.1.

Contractor shall complete and submit the Reliable Contractor Declaration (CalRecycle 168) and the RAC Certification (CalRecycle 739-TRP) forms required for the Agency's CalRecycle RAC Grant, CalRecycle 168 shall be submitted by the Contractor prior to commencement of work and CalRecycle 739-TRP shall be submitted by the Contractor prior to acceptance of the project. Current versions of these forms can be downloaded at <http://www.calrecycle.ca.gov/Grants/Forms/>.

203-11.2 Materials. Contractor shall maintain a minimum quality control plans as follows:

- a) Perform sieve analysis test Caltrans Test 202 on a sample taken immediately after 300 tons of production and every 500 tons thereafter.
- b) Perform binder content test Caltrans Test 382 on a sample taken immediately after 300 tons production and every 1,000 tons thereafter.

Tests shall be performed and completed without interruption directly after samples are procured at the production plant laboratory.

Contractor shall provide the correction factor for Caltrans Test 382 for ARHM material at least 5 working days prior to paving.

A copy of test results shall be provided to the Engineer immediately upon completion of each test or upon request thereafter if Engineer is not present at time of the test. Adjustments shall be made immediately if test results indicate a need for adjustment.

##### 203-11.2.3 Crumb Rubber Modifier (CRM).

The first paragraph of Subsection 203-11.2.3 is hereby deleted and replaced with the following:

The material shall consist of a combination of scrap tire CRM and high natural CRM meeting the requirements of this subsection. Scrap tire CRM shall consist of ground or granulated rubber derived from any combination of automobile tires, truck tires or tire buffing. Whole scrap tire rubber shall be derived from scrap tires generated entirely within the State of California, and the certification of compliance shall so certify.

The high natural rubber shall be a single source material and not a blend of more than one source.

The high natural CRM and CRM rubber components shall not be pre-mixed prior to mixing with paving asphalt.

The 5th paragraph of Subsection 203-11. 2.3 is hereby deleted and replaced with the following:

The percentage of high natural CRM shall be equal to 1000 divided by the percentage of natural rubber in the high natural CRM (using whole number percentages), e.g., 1000/40% equals 25 percent. The remainder of CRM shall be scrap tires.

The binder material must contain a minimum of 300 pounds (equivalent to 15% by weight) of tire-derived crumb rubber per ton of rubberized binder.

The maximum value for Natural Rubber Content in Table 203-11.2.3(B) is hereby deleted.

An acceptable source of natural rubber scrap is available from TRF Industries (330) 688-1583 (Bruce Bowers), though any other source of natural rubber meeting specifications is acceptable. A grinding/granulating company is BAS, Harach Sarkis (310) 429-3546, for whatever material is supplied, though any other grinding/granulating company is acceptable.

The sixth (last) paragraph of Subsection 203-11.2.3 is hereby deleted.

### 203-11.3 Composition and Grading.

Optimum binder content shall be based on Caltrans 367 procedure without modification using air voids of 4%. Once full compliance with specifications is established at 4% air voids, the binder content shall thereafter be increased to provide 3.5% voids to conform to the residential traffic in the project, all other factors being within specification.

Variations of percent air voids below the minimum specified will be cause to terminate paving operations until changes to conform to the specified percent air voids are demonstrated and approved by the Engineer.

The gradation ranges shown in Table 203-11.3(A), including the ¾" sieve range added herein, shall be considered the Contract Compliance Range. The Operating Range for the ½" sieve shall be 94% to 99%. The Operating Range for all other sieves, except the 200 sieve, shall be 2 percentage points inside the Contract Compliance Range. If gradation test results do not meet the Operating Range requirements but meet the Contract Compliance Range, placement of ARHM may be continued for the remainder of the day. However, another day's work shall not be started until tests, or other information, indicate to the

satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for Operating Range.

ARHM shall be Class GG-C or OG-C.

#### 203-11.4 Mixing.

The first sentence of the third paragraph of Subsection 203-11.4 is hereby deleted and replaced with the following:

The proportions of the materials, by total weight of asphalt-rubber binder, shall be 80 percent combined paving asphalt and asphalt modifier, and 20 percent CRM, except that the percentage of CRM should be reduced by 20 percent of the difference between total rubber hydrocarbon percentage in the natural CRM and the value 50 percent, but no less than 18%. (For example, for total rubber hydrocarbon in the high natural CRM of 56%, reduce the total CRM by 20% of 56% minus 50%, which equals 1% reduction, and yields the formulation 19% CRM and 81% asphalt and modifier, in lieu of 20% and 80%. Lack of proper adjustment will cause excessively long reaction times.) Complete documentation shall be provided to the Engineer to approve the formulation.

The required mixing/reaction time is hereby modified to 75 minutes minimum. The minimum reaction period shall be the time from complete incorporation of materials into the mix to the time that the asphalt-rubber meets all specifications for reacted material. Reaction shall be considered complete only after the second of two viscosity readings taken 15 minutes apart is less than the first. The Engineer's decision shall be final for determination of the minimum reaction period.

The maximum value for Haake Field Viscosity @191 degrees C (375 degrees Fahrenheit), (Centipoise) in Table 203-11.4(A) is hereby changed to 2600.

All material shall be tested for viscosity and verified as to complete reaction prior to transfer to any storage tank or use of the reaction tank for feed to the hot mix plant. Material reacted lower than specified temperature, but above 185 degrees C (365 F), or transferred to a storage tank prior to completion of reaction as specified, shall be reacted for a total period of 3 hours prior to use. Any such transfer shall be described in the comments column of the Asphalt Rubber Batch Log.

Each batch of binder shall be tested for viscosity after the minimum reaction time has passed and the following information shall be recorded:

1. Temperature of stored asphalt cement material at time of loading
2. Time at which the reaction tank is fully loaded
3. Tons of asphalt rubber added to the tank for the batch
4. Total asphalt rubber in the tank after loading
5. The beginning time of reaction (Fully loaded and above 375° F)
6. Binder temperature at time of sampling

7. Temperature of tested material
8. Viscosity reading
9. Time of viscosity test (All test results must be completed prior to use.)

A copy of the Asphalt Rubber Batch Log shall be provided to the Engineer upon request. A copy of the batch log sheet and all circle charts for the day shall be faxed to the Engineer within 12 hours of ending production of ARHM for the day.

(A log sheet form will be provided at the preconstruction meeting.)

Construction shall be considered unauthorized until Contractor has faxed the log to the Engineer as arranged at the preconstruction meeting and has in his possession a fax confirmation sheet with a time and date conforming to specification. Under any circumstances, Engineer must be contacted for clearance to pave.

#### 203-11.4.1 Hand Held Viscometer Test

Modify Subsection 203-11.4.1 Test Procedure as follows:

Delete the last two sentences of Step 4 and replace with the following:

Stop stirring the binder. While the spindle is rotating, move the spindle in and out of the binder slowly three times at a location close to the edge of the container (do not disturb the central area).

Delete the first three sentences of Step 5 and replace with the following:

Determine the viscosity of the binder at 190C +/- 3C (375F+-5F) as follows. In one continuous operation, turn off the spindle rotation, remove the spindle vertically from the binder, and immediately insert the spindle back into the center of the binder. Wait 5 seconds to fill the spindle. While holding the viscometer level, turn the spindle on, watch the needle on the viscometer dial and record the maximum value obtained on the dial.

#### 203-11.5 Equipment for Production of Asphalt-Rubber.

Add the following to Item 3) of 203-11.5:

A) Reaction Tank. The asphalt-rubber material shall be held in a reaction tank separate from the storage tank feeding the ARHM plant, until the reaction is complete. The reaction tank shall have agitation sufficient to increase the viscosity of the mixture to a peak viscosity reading at least 20 percent higher than the viscosity reading of the material measured at a time that the material otherwise meets specifications for reacted material. The time of reaction may be extended as needed to produce this result. It shall be the responsibility of the Contractor to demonstrate to the Engineer through viscosity readings at appropriate times that the equipment conforms to these requirements. If this

cannot be demonstrated, the reaction time shall be 3 hours. Once established, the reaction time shall be the minimum time for reaction unless there are changes in materials or equipment, in which case a new reaction time shall be established per specifications. The Engineer's decision shall be final.

B) Storage Tank. After a complete reaction is verified by viscosity readings acceptable to the Engineer, the material shall be held in a storage tank that is fully isolated from material that is not fully reacted. This tank shall be the only tank feeding the ARHM plant.



## **TECHNICAL PROVISIONS**

### **PART 3**

#### **CONSTRUCTION METHODS**

##### SECTION 300 - EARTHWORK

###### **300-1 CLEARING AND GRUBBING**

###### **300-1.1 General.**

The last paragraph of Subsection 300-1.1 is hereby deleted and replaced with the following:

Tree branches which hang within 13.5 feet above finished roadway grade or within 9 feet above finished sidewalk or parkway grade shall be removed to the branch collar in accordance with the current pruning standards of the International Society of Arboriculture (ISA). The Contractor shall remove additional tree branches, under the direction of the Engineer, in such a manner that the tree will present a balanced appearance. No paint or tree sealant shall be applied to the resulting scars. All pruning shall be done under the supervision of an ISA Certified Arborist in the City's employ.

The following is hereby added to Subsection 300-1.1:

All the root pruning required to place or replace walks, curbs, curbs and gutters, or other permanent facilities shall be limited to the minimum amount necessary to set forms.

All roots two (2) inches and larger shall be cut with sharp tool such as axe or chainsaw. No roots shall be broken off by trenching or other heavy equipment.

No root shall be removed within a five (5) foot diameter of the tree trunk measured at 4 feet, 9 inches above grade without the express written permission of the AGENCY. Any such root removed without the AGENCY's written permission may create a hazardous condition for which the Contractor shall be liable.

Should the Contractor create a hazardous condition in the sole judgment of the Engineer, the Contractor shall remove the tree and replace it with a specimen of the same species and value at the Contractor's expense.

All significant root pruning (3-inch diameter and larger) shall be performed under the direct supervision of an ISA Certified Arborist in the Contractor's employ.

###### **300-1.3 Removal and Disposal of Materials**

300-1.3.2 Requirements. The text of Subsection 300-1.3.2(a), (b) and (c) of the Standard Specifications is hereby deleted.

300-1.4 Payment. Add:

Payment for removal and disposal of Petromat to specified location shall be included in the price paid for Cold Mill Existing Asphalt Concrete and no additional compensation will be allowed therefor.

## 300-2 UNCLASSIFIED EXCAVATION

300-2.1 General. Unclassified excavation shall consist of all excavation, including roadways, bituminous pavement, and concrete pavement, curb, walk, gutters, cross gutters, driveways, and access ramps.

300-2.1.1 Requirements. Subsection 300-2.1.1 is hereby added to Section 300 of the Standard Specifications as follows:

1. Bituminous Pavement. Bituminous pavement shall be removed to neatly sawed edges. Saw cuts shall be to a minimum depth of 3 inches. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 1 inch of new pavement material shall be provided at the join line. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

Bituminous pavement on curb and gutter, sidewalk or drive approaches shall be removed by heating with a torch to soften the pavement without creating smoke. Softening shall be performed until the bituminous material can be easily scraped away down to the underlying PCC surface. The blade used for scraping shall be maintained straight along its edge and clean. Bituminous material shall be scraped in this manner until it is completely removed.

2. Concrete Curb, Walk, Gutter, Cross Gutters, Driveways, and Access Ramps. Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1½-inches. Concrete sidewalk, or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in sidewalk, access ramp, or driveway would fall within 30 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut

would fall within 12 inches of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be sawed to a depth of 1½-inches on a neat line at right angles to the curb face.

300-2.7 Selected Material. The text of Subsection 300-2.7 of the Standard Specifications is hereby deleted and replaced with the following:

Selected materials encountered in the excavations within the project limits that meet the specifications for base material, trench bedding or backfill, topsoil, or other specified materials shall be used as shown on the Plans, in the Specifications, or as directed by the Engineer. Topsoil excavated may be considered only for the purpose of backfilling areas to be planted.

300-2.9 Payment.

The first sentence of Subsection 300-2.9 of the Standard Specifications is hereby deleted and replaced with the following:

Payment for unclassified excavation performed as part of the work for "remove and construct" bid items, including removal of extra AC thickness shall be paid for as part of the work for that item, and no additional compensation will be allowed.

#### 300-4 UNCLASSIFIED FILL

300-4.9 Measurement and Payment. The text of Subsection 300-4.9 of the Standard Specifications is hereby deleted and replaced with the following:

Full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in unclassified fill construction shall be considered as included in the price paid for "remove and construct" bid item and shall include full compensation for the cost of all grading, shaping, compacting or consolidating and extra fill, if required, or other work that is required under this subsection. No additional payment will be made for unclassified fill.

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

#### 301-1 SUBGRADE PREPARATION

301-1.3 Relative Compaction. The first paragraph of Subsection 301-1.3 of the Standard Specifications is hereby deleted and replaced with the following:

When pavement is to be placed directly on subgrade material or when base or subbase material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches of such subgrade material shall be compacted to a relative compaction of 90 percent.

### 301-1.6 Adjustment of Manhole Frame and Cover Sets to Grade.

Class C or D ARHM shall be used to patch around all frame and cover sets.

Subsections 301-1.6.1, 301-1.6.2, and 301-1.6.3 are hereby added to Section 301 of the Standard Specifications as follows:

#### 301-1.6.1 Adjustment of Los Angeles County Flood Control District Manhole Frame and Cover Sets to Grade.

Adjustments to grade of Los Angeles County Flood Control District Manhole Frame and Cover sets do not require a District permit. However, the Contractor shall notify the Inspection Department at (818) 458-3129, 24 hours in advance of any work in the area of the manhole.

#### 301-1.6.2 Adjustment of Los Angeles County Sanitation District Manhole Frame and Cover Sets to Grade.

This work shall include necessary coordination with the owners of manhole facilities including scheduling of inspections and compliance with inspector field notes and recommendations.

Los Angeles County Sanitation District manhole frames and covers shall be set to finish grade as follows:

1. Contractor shall notify the District's Superintendent of Maintenance, (310) 638-1161 or (310) 774-7272, 48 hours prior to commencement of any work in the area of the manhole.
2. If grade over manhole is to be lowered:
  - a. Contractor shall furnish and deliver a temporary steel cover plate of thickness and size approved by the District for said manhole.
  - b. Contractor shall excavate around the manholes to a depth and distance outside of the manhole as required by the District for said manhole.
  - c. District shall remove the existing manhole frame and cover, and any interfering portion of the manhole shaft, and shall place the steel cover plate over the manhole.
  - d. Contractor shall store and protect frame and cover for later installation by the District and shall fill and/or pave over the steel plate to final grade.

- e. Contractor shall remove paving and/or fill as necessary to permit the District to raise manhole to final grade. (Removal of paving and/or fill shall be to a minimum of 2 inches outside of the manhole if the steel plate is less than 6 inches below final grade and 12 inches outside of the manhole if the steel plate is more than 6 inches below final grade.)
  - f. District personnel shall raise manhole and set frame and cover to grade.
  - g. Contractor shall place and compact the backfill and pavement as necessary to complete the work.
3. If grade over manhole is to be raised:
- a. Contractor shall fill and/or pave directly over frame and cover to final grade.
  - b. Steps (e) through (g) of 2 above shall be followed, except that if grade is to be raised more than 2 feet, the Contractor shall excavate around the manhole shaft under step (2) to a depth and diameter as necessary, for the District to remove and reconstruct manhole shaft with required taper and as specified by the District.

#### 301-1.6.3 Adjustment of Water Valve Box Frame and Cover.

Where shown on the plans or required by the Engineer, the contractor will double adjust (lower prior to paving and raise after paving) or replace water valve box frame pipe risers and covers, to match finished grades. A new valve box or vault shall be provided for every valve installed below the finished grade.

All valve boxes shall be raised within 24 hours of paving. Fire hydrant valves shall be given first priority.

The potable water valve boxes, shall be free of debris and the valve operation nut shall be accessible and operational the same day pavement work is completed. The contractor shall notify the Engineer, prior to replacing or adjusting any potable water valve boxes, if any debris is found in the existing box or riser. Construction operations will not be allowed to continue until all water valve boxes are properly cleaned.

The contractor shall coordinate the work under this item with the work specified under other parts of these specifications and the serving utility company's requirements

## SECTION 302 - ROADWAY SURFACING

### 302-1 COLD MILLING ASPHALT OF EXISTING PAVEMENT

302-1.1 General. The following is hereby added to the first paragraph of Subsection 302-1.1:

Such straight edge grade along the edge of the cold plane area shall not deviate more than 1/4 inch below nor 1/8 inch above the grade specified in the Plans or Specifications. Removal of undulations in the existing paved surface shall be included in this item of work.

Cold milling shall not be performed more than 2-working days ahead of paving.

All cold milled streets must be accepted by the Engineer as clean after cold milling, at least the day before paving. Sweepers used for cold milling shall not enter on streets approved as clear after cold milling.

The Contractor shall remove existing asphalt concrete and slurry from gutters adjacent to any area specified to be cold milled.

After cold milling, Contractor shall provide temporary AC ramping at all drive approaches. Temporary ramping at header end cuts shall be extended to 6 feet from end of cut line and at edges of bus pads and cross gutters. Temporary pavement transitions shall be constructed on Kraft paper or other suitable bond breaker such that upon removal of the temporary pavement transition a clean notch remains.

Unless indicated otherwise on the Plans, any pavement repairs within designated cold milling areas shall be completed prior to cold milling operations. Paving shall begin no later than two (2) working days after completion of cold milling in each location and shall proceed without interruption from start to finish. Any painted crosswalk or stop bar obliterated, either partially or entirely, by cold milling shall be immediately replaced by temporary tabs.

302.1.7 Work Site Maintenance. Add the following paragraph:

Cold milling will not be considered complete until all loosened material is removed from the project site. Paving shall not commence until the day after cold milling is complete.

Cold milled streets shall be approved by the Engineer as completed for cold milling prior to paving. Sweepers used for cold mill sweeping shall not enter on streets approved as completed for cold milling.



## 302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General. The last sentence of Subsection 302-5.1 of the Standard Specifications is hereby deleted and replaced with the following:

Cracks, joints, and holes to be filled shall be cleaned after cold milling.

AC for AC pavement repairs and for PCC pavement repairs shall be placed the same day as removals are performed.

### 302-5.4 ASPHALT TACK COAT

Asphalt tack coat material shall be Thermoplastic Polymer Modified HPS No Track Tack (No Track Tack) by Paramount Petroleum, or an approved equal.

This item shall consist of full coverage of No Track Tack to be applied as tack coat between all contact surfaces for overlay and patch repairs. The Material is to be applied at 325 to 425 degrees F with a distributor truck at typical application rates of 0.08 to 0.15 gal/square yard. The exact application rate will be determined by surface conditions at time of application.

The Thermoplastic Polymer Modified HPS No Track Tack shall meet the following criteria:

Test	Method	Typical Properties	Specification
Digested whole tire rubber		2	1-3
Softening Point Degree F	D36	165	160 Min
Penetration @ 77 Deg. F 100g, 5 sec, Dmm	D-5	16	10 Min
Brookfield Viscosity @ 275 Deg. F cPs*	D4402	975	3000 Max
Brookfield Viscosity @ 350 Deg. F cPs*	D4402	185	300 Max

\*BKF LV II, spdI #21 @ 20 RPM

The tack coat shall be applied to the existing pavement on the areas to receive the ARHM or AC, or slurry where specified. The Engineer shall approve the exact rate and number of applications. Two heavy coats of SS 1h shall be applied to vertical joints for patching. All contact surfaces with new asphalt shall be painted tack coat immediately before the asphalt concrete is placed.

The tack coat shall be applied as specified in Subsection 302-5.4 of the

Standard specifications and these special Provisions. Thermoplastic Polymer Modified No Track Tack shall be applied only when the existing surface is dry and the atmospheric temperature is 50 deg. F and rising. NO material shall be applied when rain is imminent.

The Thermoplastic Polymer Modified No Track Tack shall be heated slowly to 325-425 degrees F. At no time shall the product be heated above 450 degrees F. The product shall be applied through a distributor truck equipped with a heating unit and shall maintain tack coat at or above 325 degrees F. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the Thermoplastic Polymer Modified No Track Tack material within + 0.01 gallons per square yard tolerance of specified application rate and give uniform covering of the surface to be treated. The distributor shall also include a tachometer, pressure gauge, and volume measuring device and thermometer. The application rates shall be 0.15 gallons per square yard for all ARHM or AC overlay and slurry seal (where specified) or as otherwise directed by the Engineer. If the pavement temperature reaches over 130 degrees F, the application rate will be reduced to minimum 0.08 gallons per square yard on overlay applications.

Paving asphalt shall not be applied until the preparation of the existing surface has been completed and thoroughly cleaned, and then only so far in advance of placing the asphalt concrete overlay as permitted by the Engineer. The No Track Tack shall not be left exposed overnight.

Existing concrete curb faces and all concrete not to be overlaid shall be protected against disfigurement from the asphalt tack coat. Residue of the material shall be removed from concrete surfaces to return the concrete to its original condition unless otherwise directed by the Engineer.

Excessive tracking of tack coat onto adjacent pavements will require immediate clean-up. If significant amounts of asphalt tack coat are tracked onto existing adjacent pavements, the contractor shall be required to clean it off to the satisfaction of the City Engineer or provide a slurry seal to restore the pavement at their own expense. This shall apply to the entirety of asphalt haul routes to and from the project sites.

On all vertical joins of AC patching, apply SS-1H tack coat uniformly in two coats of .20 gallons per square yard each with full "break" in between, or .20 gallons per square yard of HPS No Track Tack uniformly in one coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40° F in the shade. A tack coat shall be applied at the following:

1. Pavement joins;
2. Areas where new pavement meets existing pavements;

3. Areas where lift sections from pavement placed on different days meet;
4. Trenches;
5. Areas where existing striping has been sandblasted; and
6. Raised valves and manhole covers.

302-5.5 Distribution and Spreading. Contractor shall provide 20-foot long automatic screed control on both sides of the paving machine for all paving with paving machine, as directed by Engineer.

The asphalt concrete as delivered shall be deposited directly into the hopper of the spreading and finishing machine. Truck transfer and bottom-dump trucks are not allowed.

Each paving machine used will require a paving foreman for each machine along with a full set of rollers as specified and two rakers and one shoveler laborer at a minimum.

302-5.6 Rolling. Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.

Rubber tire rollers shall be used on any leveling course.

Three rollers shall be provided for installation of AC greater than 200 tons per hour, regardless of thickness.

302-5.7 Joints. Join lines between successive runs shall be within 6 inches of lane lines or center of street or a minimum of 14 feet outside of the outer most lane line or center of street, or 5 to 6 feet from a lane line or center of street and within a lane. The joint pattern for all pavement layers shall be submitted in writing to the Engineer for review and approval 2 weeks in advance of the first lift of pavement to be placed. No exceptions to the specified requirements for joints shall be anticipated, and the Engineer's decision shall be final.

302-5.8 Manholes (and Other Structures). Asphalt-rubber hot mix (ARHM) Class C or D, shall be used as final cap around adjusted manholes.

### **302-5.9 Measurement and Payment.**

Compensation to provide all the equipment to the site and operated as specified, including all rollers specified regardless of rolling pattern elected by Contractor, shall be considered included in the bid item price for AC or ARHM material.

Measurement and Payment for Asphalt Tack Coat shall be considered as included in the contract prices bid for items requiring its use and no additional compensation shall be allowed therefor.

## 302-9 ASPHALT-RUBBER HOT MIX (ARHM).

### 302-9.1 General.

Contractor's attention is directed to Subsection 302-5.8, Manholes, for requirements for patching manholes and miscellaneous, frames and covers in ARHM pavements.

All PCC surfaces, to be crossed by trucks used to haul ARHM, that are within 500 feet of the work limits shall be covered with sand or other durable covering prior to applying tack coat.

Contractor shall have sufficient power brooms on site during all periods of distribution and spreading to provide for cleanup of haul routes and work areas. Power broom shall provide miscellaneous cleanup of ARHM spoils as directed by the Engineer.

Power brooms used ahead of paving operations after acceptance of cold milling shall only sweep areas that are accepted as completed for cold milling. Power brooms shall not be operated more than 80 percent full of sweepings. Power brooms that have swept areas not accepted as completed for cold milling shall not enter into areas that are accepted as completed for cold milling.

### 302-9.2 Mixing Binder with Aggregate.

Proportioning shall be performed using an automatic batching system, and the proportioning device shall be automatic to the extent that the only manual operation required for proportioning all materials shall be a single operation of a switch or starter.

For drum plants, the system shall run fully automatic with the only input to the AC plant computer being information transmitted automatically from a Corealis mass flow meter on the line of the asphalt-rubber feed to the AC plant. All automatic shutdown features of the AC plant shall be fully functional.

### 302-9.4 Distribution and Spreading.

The ARHM as delivered shall be deposited directly into the hopper of the spreading and finishing machine. Truck transfer and bottom-dump truck are not allowed except as authorized by the City Engineer.

The temperature of ARHM shall be high enough upon delivery that pavement temperature after two passes with the breakdown roller exceeds 240 degrees Fahrenheit.

To avoid picking up loose rock in the overlay area, the tires of all trucks must be lightly oiled with linseed oil or soybean oil or approved equal. Diesel fuel will not be allowed on the project at all for oil down of any equipment.

Raking of ARHM shall be eliminated as much as possible. ARHM material shall not be cast across the mat under any circumstance. Raking shall be just enough to set up edges for uniform joints without casting material. Screed controls shall be the predominant means of controlling material at joints. In areas where paving machines cannot be used due to space constraints, material shall not be thrown by shovels. Material shall be removed directly from the paving machine hopper and shall be placed directly in its final location, to be distributed with minimal raking. Material may be dumped directly from a truck, but further material distribution shall be by shovel directly to its final location with minimal raking. A small rubber tire tractor with a screed type attachment may be used to spread a pile dumped from a truck, but raking shall be minimized after spreading.

The paving machine screed shall not be pulled across an area already paved with ARHM, even adjacent to narrow areas to be paved. Such narrow areas shall have ARHM distributed by methods specified by shovel or rubber tire tractor, unless the adjacent area has hardened enough and will not be significantly marred by passing the screed over it. Even if hardened adequately, Contractor shall spread rock dust by hand tools to avoid cohesion of the ARHM in the screed to the existing surface of such areas of freshly cured ARHM.

Contractor shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. The infrared device shall be correlated by thermometer to the actual mat temperature prior to use. The correlation difference shall be applied to all readings thereafter. Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer. Inaccessibility of a heat measurement shall be cause for termination of paving operations.

Transverse cold joints shall be provided such that longitudinal joints are not left exposed at the end of the workday.

### 302-9.5 Rolling.

Initial breakdown rolling shall be vibratory. Rolling in vibratory mode shall not be performed after ARHM material temperature falls below 240 degrees F, due to disturbance of the bonds beginning to set up in the binder at lower temperatures.

An intermediate roller of the same or greater width than the breakdown roller shall be rolling directly behind the breakdown roller at all times, and paving shall cease if intermediate rolling is terminated for any reason. Additional intermediate rollers may be necessary depending on production rates.

Once a rolling pattern is elected by Contractor, the rolling pattern shall remain consistent, unless conditions change and/or a modified rolling pattern is needed to conform to specification.

All finish rolling shall be performed by a separate finish roller.

To ensure optimum quality control, the use of more than one paver will require notification 3 days in advance to the Engineer, and will generally require one foreman, one sweeper, and a full complement of rollers per Subsection 302-5 of the Standard Specifications and this Subsection 302-9.5 for each paving machine.

An extra breakdown roller shall be on site at all times, free of defects.

302-9.5.1 Density and Smoothness. Density and smoothness shall conform to Subsection 302-5.6.2, except the second and third paragraph of Subsection 302-5.6.2 shall not apply to ARHM.

The compaction after rolling shall be 95 percent of density obtained with the California Kneading Compactor, California Test 304 as modified and measured in conformance to this Subsection 302-9.5.1.

The field density of compacted ARHM shall be determined by:

- 1) A nuclear asphalt testing device, calibrated in conformance with California Test 375, except as modified in this Subsection 302-9.5.1, in the field designed to measure the density of pavement of the thickness being constructed; or
- 2) Core with density determined as follows:
  - a) Saw the ARHM lift of pavement from the top of the core approximately perpendicular to the axis of the core, just above any underlying pavement or as necessary to obtain a clean flat surface at the bottom of the sample.
  - b) Clean and dry the sample as described in ASTM 1188.
  - c) Perform California DOT Test 308 Method A step a.
  - d) Prior to proceeding to steps 308A b., 308A c., 308A d. and 308A e., place the core, top surface down, firmly into a flat pan of hot liquid paraffin approximately 1/4 inches deep. Allow the sample and paraffin to cool to firm solid state and remove the sample from the pan by cutting around the perimeter. Trim the edges of paraffin parallel to the side of the sample cylinder, and weigh the cylinder to obtain:  
  
G = Mass in grams of level sealed paraffin-treated specimen in air.
  - e) Perform 308A b., 308A c., and 308A d on the sample from D) above.



- f) Complete the remainder of Test 308A, except replace the formula in 308A e. with the following: Bulk Specific Gravity

$$= \frac{A}{(D - E) - (D - G) / F}$$

In case of dispute, 1) shall be used, except Contractor may elect to use 2), but all costs for such procedures shall be borne by the Contractor to provide the full set of coring, tests and documentation in conformance with the Standard Specifications, except all test methods shall be modified as specified in these Special Provisions. Also, Contractor shall notify the Engineer at least 3 days in advance of coring operations, and immediately after core testing is complete Contractor shall deliver cores to the Agency for verification.

Nuclear test procedures, including correlation with core densities, shall be in conformance with California Test 375, except as follows:

If a test section is placed and compacted for that purpose, rolling shall be provided as follows: 1) 2 passes with a vibratory breakdown roller above 240 degrees F; and 2) 4 passes with a static roller above 200 degrees F. Core locations for correlation with cores shall be selected based on appearance of relatively tight surface texture, and the test strip shall be selected on this basis. If a test location is determined to have a significantly open texture relative to other areas within the test strip, the location shall not be used. This selection criteria is not to be considered significant to the outcome of, but only as a guideline towards obtaining samples that are relatively well compacted to yield results with minimum standard deviation. The locations shall be well clear of grade breaks and joints. One core centered on the gauge will be used instead of two at each location. Use method 2) in this Subsection 302-9.5.1 to determine density of cores. Surface voids shall not be filled with sand.

Contractor will be notified in writing at least 5 days in advance of such correlation testing and will be invited to have a nuclear gauge onsite to correlate a second gauge. If not independently calibrating at that time, Contractor shall bear the full expense of performing correlation for his nuclear gauge under the specified procedures, but shall notify the City 5 days in advance of such correlation testing, such that the City can correlate with the Contractor's gauge, if Contractor disagrees with City's test results.

TABLE 302-9.5.1A REDUCED COMPENSATION FACTORS			
Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
95.0	0.000	93.4	0.062
94.9	0.002	93.3	0.068
94.8	0.004	93.2	0.075
94.7	0.006	93.1	0.082
94.6	0.009	93.0	0.090
94.5	0.012	92.9	0.098
94.4	0.015	92.8	0.108
94.3	0.018	92.7	0.118
94.2	0.022	92.6	0.129
94.1	0.026	92.5	0.142
94.0	0.030	92.4	0.157
93.9	0.034	92.3	0.175
93.8	0.039	92.2	0.196
93.7	0.044	92.1	0.225
93.6	0.050	92.0	0.300
93.5	0.056		

302-9.5.2 Compaction Payment Reductions. Based on laboratory tests on AC pavements revealing a highly significant loss of life span for each 1 percent reduction of compaction, and the well-known catastrophic effect of oxidation and stripping of asphalt products due to interconnected voids that develop below 95 percent compaction, and the extreme expense of removing and replacing pavement not compacted to the specified minimum, a nominal deduction of payment will be applied for under-compacted ARHM pavement. The bidder in submitting a bid fully accepts the provisions in this Subsection 302-9.5.2 and agrees that the nominal payment deduction is acceptable and reasonable for these purposes.

Payment reductions will be applied to ARHM compacted less than 95 percent of maximum density, the specified minimum, and greater than 91.9 percent of the maximum density based on nuclear testing with Part 3 Test Site Selection of California Test 375 modified as follows:

A lot will be one day's production or other lesser area of paving as determined by the Agency to be deficient in terms of compaction, and a pull will be the width between joints or edge of pavement as the lot is placed.

Test site selection will conform to California Test 375 Part 3, except the number of tests shall be the area of the lot in square feet divided by 400 and any test site within .5m of a grade break or pavement joint shall be relocated laterally towards the center of the pull to .5m from such joint or grade break.

The mathematical mean average of percent of maximum density represented by all these tests shall be calculated, except any test results outside of this mean plus two standard deviations based on all tests, shall be rejected. The mean average shall be calculated directly from the remaining values. A compensation reduction in conformance with Table 302-9.5.1A will be applied to the contract unit price for ARHM for material within any lot determined to be below minimum relative compaction, except any lot with tests indicating compaction 91.9 percent or less shall be removed and replaced at Contractor's expense.

302-9.7 Rock Dust Blotter. Lack of uniformity of application of rock dust shall be cause to terminate paving operations. Rock dust blotter shall not be applied until intermediate rolling is complete, except as approved by the Engineer based on a fine uniform layer of rock dust, or at major intersections and access points.

#### 302-9.10.2 COMPACTION

The words: "relative compaction" or "relative density" shall mean the ratio of the field density to the laboratory maximum density expressed in percent.

The addition of high tensile fiber does not require any change to standard asphalt concrete compaction procedures and specifications.

### SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

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

##### 303-5.1 Requirements.

303-5.1.1 General. All concrete flatwork areas behind sidewalks, driveways and right-of-way shall be considered as walks.

Detectable warning surface (truncated domes) for curb ramps shall be Cast-in-Place System per Armor Tile Part No. ADA-C-3648 or approved equal. Color shall be yellow, or City select.

##### 303-5.9 Measurement and Payment. Add:

Payment for detectable warning surface for newly constructed curb ramp or modification of existing curb ramp approach shall be included in the unit price bid for the removal and construction of new curb ramps or modification of existing curb ramp approach per Caltrans Std. Plan No. A88A.

## **TECHNICAL PROVISIONS**

### **SIGNING, STRIPING, AND PAVEMENT MARKERS**

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the latest edition of the 2015 Caltrans Standard Plans, and Standard Specifications, Section 81, "Pavement Markers," Section 82 "Signs and Markers", and Section 84, "Markings", unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

#### SECTION 81 - MISCELLANEOUS TRAFFIC CONTROL DEVICES

##### **81-3 PAVEMENT MARKERS**

81-3.02E Epoxy Adhesive. Adhesive for raised pavement markers shall be rapid set type epoxy.

Removal of pavement markers shall be per Section 81-8.03B, "Remove Pavement Markers," of the State Standard Specifications.

81-3.04 Payment. Payment for pavement markers shall be included in the lump-sum price bid for signing and striping, and no additional compensation will be allowed therefor.

#### SECTION 82 - SIGNS

##### **82-3 ROADSIDE SIGNS**

82-3.03 Construction. Relocated signs shall be installed using existing posts at new locations and shall be set at a minimum 30-inch depth and at a minimum 12-inch square portland cement concrete (PCC). The post depth of the concrete footing shall be sufficient to extend at least 6-inches below the bottom of the posts. 1/4-inch expansion paper shall be placed between the sign foundation and sidewalk.

New signs shall be installed using metal posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise, the metal post 2-inch square "Qwik Punch" posts. The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of

the posts. 1/4-inch expansion paper shall be placed between the sign foundation and sidewalk.

Delineators shall conform to the provision in Section 81-2, "Delineators."

82-3.04 Payment. Payment for signing shall be included in the bid price for signing and striping, and no additional compensation will be allowed therefor.

## SECTION 84 - MARKINGS

### 84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

#### 84-2.02 MATERIALS

84-2.02B Thermoplastic. Traffic striping shall be thermoplastic including crosswalks, arrows and pavement legends. Curb markings and house addresses shall be paint.

Paint for curb markings and curb house numbers shall be ready-mixed rapid dry type. Paint shall be applied in 2 coats. The second coat of paint shall be applied no less than 24 hours from application of the first coat.

Adhesive for raised pavement markers shall be rapid set type epoxy.

84-2.04 Payment. Payment for striping details, pavement markings, curb marking and curb house numbers shall be included in the price bid for signing and striping, and no additional compensation will be allowed.

#### 84-2.03 CONSTRUCTION

84-2.03A General. The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than 1/2-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to installing new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 81, "Pavement Markers." Epoxy shall be the Rapid Set type.

Existing traffic stripes, pavement legends, and markings that do not conform to the plans shall be removed by per Section 84-9.03B, "Remove Traffic Stripes and Pavement Markings".

Where existing traffic striping and markings are removed, obliterated, or become substantially illegible as the result of the project work, the Contractor shall be responsible for restoring same to the approval of the Engineer.

Where existing traffic striping and markings are removed due to roadway grinding prior to street resurfacing, contractor shall immediately install temporary overlay markers as required to delineate roadway striping, limit lines and crosswalks to the approval of the Engineer.

Payment for restoration of existing traffic striping and pavement markings, disturbed or damaged during construction and the installation of temporary overlay markers will be included in the other items of work, and no separate payment will be made therefore.



## **TECHNICAL PROVISIONS**

### **ELECTRICAL SYSTEMS**

All equipment, materials, and components for traffic signal loop replacement shall conform to the latest edition of the 2015 Caltrans Standard Plans and Standard Specifications, Section 86, "Electrical Work" and Section 87 "Electrical Systems" unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from the Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

#### **SECTION 86 – ELECTRICAL WORK**

86-1.01C Submittals. The schedule of values (cost breakdown) shall be submitted to the Engineer in conjunction with equipment list and drawings.

Equipment List and Drawings shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Contract Approval.

Materials lists, manufacturer's data, brochures, technical data, etc., shall be labeled and identified, and shall be submitted in bound booklet form.

The Contractor shall retain one copy of all approved material lists and samples at the job site, readily accessible for inspection by the Engineer. Said materials lists and samples shall be the basis for approval or rejection of work.

The Contractor shall guarantee the entire work constructed under this contract and will fully meet all requirements as to quality of workmanship and materials furnished by him. The Contractor shall make, at the Contractor's expense, any repairs or replacements made necessary by defects in workmanship or materials that becomes evident within 1 year after acceptance of work by the Agency and to restore to full compliance with the requirements of these Specifications, any part of the work which during the 1-year period is found to be deficient with respect to any provision of the Plans and Specifications. The Contractor shall make all repairs and replacements promptly upon receipt of written orders from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor, and his surety shall be liable to the City for the cost.

Whenever any work or equipment is to be guaranteed or maintained by a manufacturer, supplier, or subcontractor, said obligation shall be that of the Contractor.

All guarantees shall be in writing and delivered to the Engineer by the Contractor prior to final acceptance of the work.

86-1.01D(3) Department Acceptance. Materials and equipment furnished by the Contractor shall be tested at an independent testing facility designated by the City. Cost for testing and delivery to and from the test site shall be considered as included in the

lump-sum price bid for traffic signal installation/modification, and no additional compensation will be allowed.

86-1.02B Conduit. Conduit shall be Schedule 80 PVC.

86-1.02C Pull Boxes. Pull boxes shall be pre-cast reinforced concrete. Grout-in bottom of pull boxes will not be required.

Electrical pull boxes, unless noted otherwise on the Plans, shall be No. 5 or larger and shall have plastic lined lids.

86-1.02F Conductors and Cables.

86-1.02F(1)(c)(i) General. Circuit conductors shall be THW type.

86-1.02J Standards, Poles, Pedestals, and Posts. Where the State Standard Plans refer to the side tenon detail at the end of the signal mast arm, the applicable tip tenon detail may be substituted.

86-1.02K Luminaires

86-1.02K(1) General. Luminaires must be LED with photoelectric control. Luminaire must be on the Authorized Material List for LED Luminaires.

86-1.02P Enclosures. Service equipment shall be 120V/240V, type as shown on Plans.

86-1.02R Signal Heads

86-1.02R(4)(a) Signal Sections. All vehicular indications shall be 12-inch.

86-1.02R(3) Backplates. Backplates shall be louvered aluminum alloy.

86-1.02R(4) Signal Faces. Vehicle indications shall be 12-inch LED with visors and backplates. Visors shall be aluminum alloy and full tunnel.

86-1.02U Pedestrian Push Button Assemblies. Pedestrian push buttons shall be Type B.

Pedestrian push button signs shall conform to the details shown on the plans, except that the message and symbols shall conform to the California Sign Specification Sheet No. R62D.

## SECTION 87 – ELECTRICAL SYSTEMS

87-1.03A General.

No work shall commence, and no material or equipment shall be stored at the jobsite until such time that the Contractor notifies the Engineer in writing of the date that all electrical materials and equipment are to be received. Upon receipt of said notification by the Engineer, the Contractor may commence work within 35 calendar days prior to said delivery date.

New traffic signal system shall be in operation before the removal of existing traffic signal.

Traffic signal shutdowns shall be limited to the hours between 9 a.m. and 3 p.m. and shall not be permitted on Friday, Saturday, or Sundays.

Contractor shall coordinate with an Edison certified contractor to comply with minimum overhead clearances for the removal and/or installation of traffic signal poles. The cost to hire an Edison certified contractor to perform work shall be included in the lump sum price bid for traffic signal installation and no additional compensation will be allowed therefore.

Where the Contractor-installed facilities are damaged prior to final acceptance by the Engineer, the Contractor shall repair or replace such facilities at his own expense.

The traffic signal must be operational within 5 days after erection of standards.

The job site shall be maintained in a neat and orderly condition at all times and areas of sidewalk removal to be left open for less than 5 days shall be covered with plywood sheeting and barricades. Areas to be left open more than 5 days shall be patched with temporary AC pavement, smoothed to provide a level finished walking surface.

All striping, pavement markings, and signing shall be in place prior to signal turn on.

Turn on of the traffic signal system shall not be made on a Friday or the day preceding a legal holiday and will be permitted between the hours of 9 a.m. and 2 p.m. only. The City shall be notified at least 48 hours prior to the intended turn on and the City's signal maintenance company must be present.

87-1.03C Installation of Pull Boxes. No new pull box shall be located in or within 1-foot of any curb ramp.

87-1.03E Excavation and Backfilling. Excavation for foundation shall be hand dug until clear of obstructions.

Existing footings for street lights and traffic signals shall be removed and the remaining hole backfilled and compacted.

#### 87-1.03F Conductors and Cable Installations

87-1.03F(2)(c)(ii) Detector Lead-in Cables. Loop detector lead-in cable shall be Type B.

87-1.03F(3)(c)(ii) Inductive Loop Conductors. Loop wire shall be Type 2.

#### 87-1.03H Conductor and Cables Splices.

87-1.03H(2) Splice Insulation Methods. Splices shall be Type C insulated by

Method B, as shown on State Standard Plan ES-13A, except detector conductor (video, loop, et cetera) splices shall be Type S or T insulated by Method B, as shown on Standard Plan ES-13A, and shall also be soldered.

#### 87-1.03V Detectors

87-1.03V(1) General. Vehicle detectors shall be of the inductive loop, Type E.

Detector loop locations shall be approved by Engineer in the field prior to installation.

PVC conduit per Standard Plan ES-5E, Curb Termination Detail, Type B, shall be installed wherever a loop-wire saw cut crosses an expansion joint or pavement type change.

The sides of the loop saw cut slots shall be vertical and the minimum radius of the slot entering and leaving the circular part of the loop shall be 1½-inches. Slot width shall be a maximum of ¾-inch.

Slots of circular loops shall be filled with elastomeric sealant.

Loops shall be installed on the same day in which the loop slots are cut. This shall include placement of the loop conductors and sealant.

87-4.02C Street Name Signs. Signs shall be non-illuminated street name signs.

Details of color, style, borders, and spacing shall conform to the standards established by Caltrans. "Periods" shall not be used on abbreviations. A scale layout for each legend shall be submitted to the Engineer for approval prior to fabrication. Street name signs shall be double-sided.

Photoelectric Controls. Photoelectric control for luminaires shall be Type IV.

87-21.03B Maintaining Existing Electrical Systems. All work and materials required to keep the existing traffic signal and street lighting systems operational, including temporary traffic signal poles and wiring per Section 87-20 "Temporary Electrical Systems" will be considered as included in the lump-sum price bid for traffic signal modification and installation work, and no additional compensation will be allowed therefor.

#### PAYMENT

Payment for traffic signal poles, equipment, appurtenances and the installation thereof shall be included in the lump-sum price bid for each traffic signal modification as shown on the Plans, and no additional compensation will be allowed therefor.

## BID ITEM DESCRIPTIONS

### GENERAL

The Contract payment for the specified items of work as set forth in the Bid Schedule shall be full compensation for furnishing all labor, materials, methods or processes, implements, tools, equipment and incidentals and for doing all work involved as required by the provisions of the Contract Documents for a complete in place and operational system.

- A. Unless otherwise specified in the Specifications, quantities of work shall be determined per each, or from measurements or dimensions in a horizontal plane. All materials shall be measured on the basis of "in place" quantities and paid for using the units listed in the bid schedule.
- B. Except as noted, the Engineer will make field measurements of unit price items in order to determine the quantities of the various items as a basis for payment. On all unit price items, the contractor will be paid for the actual amount of the work performed in accordance with the contract documents, as computed from field measurements.
- C. Work or quantities not listed in the description of bid items are considered incidental to other construction and will not be separately measured or paid for. Compensation for such work and/or material shall be included in the prices paid for other items of work.

### BID ITEMS – SCHEDULE "A":

**Bid Item 1 - Provide Construction Survey:** Payment for this item shall include full compensation for all labor, materials, tools, equipment, surveyor, supervision, and incidentals required to provide construction survey as noted on the specifications. This bid item will be paid for per Lump Sum.

**Bid Item 2 - Re-establish Monuments:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required to re-establish existing monuments as noted on the plans and in the specifications. This bid item will be paid for per Each.

**Bid Item 3 - Roadway Excavation:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required for excavation, compaction, grading, embankment grading, importing or exporting of soil. This bid item will be paid for Per Cubic Yard.

**Bid Item 4 - Remove and Construct 8" Curb and Gutter:** Payment for removal and construction of 8" curb and gutter shall be paid at the contract price per linear foot (LF) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, 6-inch thick AC pavement, tack coat, compaction, disposing, and incidentals for the removal and construction of 8" curb and gutter as shown on plans and no additional compensation will be allowed therefor.



**Bid Item 5 - Remove and Construct 4-Inch Thick PCC Sidewalk:** Payment for removal and replacement of 4-inch thick PCC sidewalk shall be paid at the contract price per square foot (SF) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, and incidentals for the removal and replacement of existing 4-inch PCC sidewalk and no additional compensation will be allowed therefor.

**Bid Item 6 - Construct Retaining Curb:** Payment for Construct Retaining Curb shall be paid at the contract price per linear foot (LF) and shall include full compensation including but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, and incidentals for Construct Retaining Curb and no additional compensation will be made therefor.

**Bid Item 7 - Remove and Construct 4-Inch Thick PCC Residential Driveway:** Payment for removal and replacement of 4-inch thick PCC Residential Driveway shall be paid at the contract price per square foot (SF) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, removing existing AC, removing and constructing curb and gutter, constructing 6-inch thick AC pavement, tack coat, compaction, disposing, hauling and incidentals for the removal and replacement of existing 4-inch PCC residential driveway per SPPWC Std. Plan No. 110-2 and no additional compensation will be allowed therefor.

**Bid Item 8 - Remove and Construct 6-Inch Thick PCC Commercial Driveway:** Payment for removal and replacement of 4-inch thick PCC Residential Driveway shall be paid at the contract price per square foot (SF) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, removing existing AC, removing and constructing curb and gutter, constructing 6-inch thick AC pavement, tack coat, compaction, disposing, hauling and incidentals for the removal and replacement of existing PCC commercial driveway per SPPWC Std. Plan No. 110-2 and no additional compensation will be allowed therefor.

**Bid Item 9 - Cold Mill Existing Asphalt Concrete, 2-Inch Depth:** Payment for this item shall be paid for at the contract unit price per Square Foot (SF) and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation; removal of Petromat; and other incidentals for doing all work, complete, and in place, involved in cold milling as indicated in the contract documents, and no additional compensation will be allowed therefor.

**Bid Item 10 - Cold Mill Existing Asphalt Concrete, 2.5-Inch Depth:** Payment for this item shall be paid for at the contract unit price per Square Foot (SF) and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation; removal and disposal of Petromat; and other incidentals for doing all work, complete, and in place, involved in cold milling as indicated in the contract documents, and no additional compensation will be allowed therefor.

**Bid Item 11 - Construct 2-Inch ARHM Cap Pave:** This item shall be paid at the contract price per Ton and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation, and other incidentals for doing all work, complete, and in place, involved in constructing asphalt-rubber hot mix cap pave as indicated in the contract documents and no additional compensation will be allowed therefor.



**Bid Item 12 - Construct 2.5-Inch ARHM Cap Pave:** This item shall be paid at the contract price per Ton and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation, and other incidentals for doing all work, complete, and in place, involved in constructing asphalt-rubber hot mix cap pave as indicated in the contract documents and no additional compensation will be allowed therefor.

**Bid Item 13 - Construct 2.5-Inch Thick HMA:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required to construct 2.5-Inch Thick HMA to the lines and grades shown on the plans. This bid item will include furnishing the material, placement, compaction, prime coat, asphaltic emulsion coating on vertical surfaces to abut the new pavement, grading and compaction of subgrade, and all other work required to result in an asphalt pavement meeting the requirements of the specifications. This bid item will be paid for per Ton.

**Bid Item 14 – Construct 10.5-Inch Thick Class II Aggregate Base:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required to construct 10.5-Inch Thick Class II Aggregate Base to the lines and grades shown on the plans. This bid item will include furnishing the material, placement, grading and compaction of subgrade, and all other work required to result in an aggregate base meeting the requirements of the specifications. This bid item will be paid for per cubic yard (CY).

**Bid Item 15 – Remove Existing and Construct Portions of 8" Thick PCC Cross Gutter Spandrel per SPPWC Std 122-2:** Payment for removal and construction of 8" thick PCC cross gutter spandrel per SPPWC Std 122-2 shall be paid at the contract price per square foot (SF) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, and incidentals for the removal and construction of 8" curb and gutter and no additional compensation will be allowed therefor.

**Bid Item 16 – Construct Handrail Per SPPWC Std 606-4, Type B:** Payment for Construct Handrail per SPPWC Std 606-4 shall be paid for at the contract unit price per Linear Foot (LF) and shall include full compensation and include but not limited to, furnishing all labor, materials, tools, equipment, fabricating, installing, and incidentals and for doing all the work involved complete in place including foundation and end caps and no additional compensation will be allowed therefore.

**Bid Item 17 – Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case B:** Payment for this item shall be paid at the contract price per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals required to remove and construct curb ramps, including concrete curb, curb returns, gutters, ramps, landings, detectable warning devices, transition sidewalk, and all other work shown on the plans and including excavation, preparation and compaction of subgrade, forming, furnishing the Portland cement concrete, placement, finishing, furnishing and installation of detectable warning surface material, replacement and reconfiguration of existing landscaping and irrigation, regrading, and all other work required to result in a complete project.

**Bid Item 18 – Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case C:** Payment for this item shall be paid at the contract price per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals required to remove and construct curb ramps, including concrete curb, curb returns, gutters, ramps,

landings, detectable warning devices, transition sidewalk, and all other work shown on the plans and including excavation, preparation and compaction of subgrade, forming, furnishing the Portland cement concrete, placement, finishing, furnishing and installation of detectable warning surface material, replacement and reconfiguration of existing landscaping and irrigation, regrading, and all other work required to result in a complete project.

**Bid Item 19 – Furnish and Install Detectable Warning Surface (Truncated Domes) on Existing Ramps Per Caltrans Std. Plan A88A:** Payment for this item shall be paid at the contract price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment and incidentals required to furnish and install detectable warning surface and all other work required to result in a complete project and no additional compensation will be allowed therefor.

**Bid Item 20 – Adjust Existing Manhole Frames and Covers to Finished Grade:** Payment for this item shall be at the contract unit price per Each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary for adjusting existing manhole frames and covers to finished grade, including placing all forms, materials, construction and expansion joints, curing compounds and equipment to complete the construction and no additional compensation will be allowed therefor.

**Bid Item 21 – Adjust Valve Box, Can, and Cap to Finished Grade:** Payment for this item shall be at the contract unit price per Each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to complete the work and no additional compensation will be allowed therefor.

**Bid Item 22 – Signing and Striping:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required to furnish and install street signs, sign posts, hardware, striping, raised pavement markers, curb addresses, pavement legends and curb markings (paint and thermoplastic), including removing and disposing of existing signs, striping and markers, as shown on the plans and doing all other work necessary to complete the signing and striping installations in accordance with the Caltrans Standard Plans and Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

**Bid Item 23 – Provide Traffic Control Plan and Traffic Control (3% Max of the Total Bid Amount):** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required to place, remove, store, maintain, move to new locations, replace, and remove the components of the traffic control system, including stationary mounted construction area signs, solar powered arrow boards, changeable message signs, as well as flagging and temporary traffic delineators/striping for the project in accordance with of these Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of contract work completed.

#### **BID ITEMS – SCHEDULE "B":**

**Bid Item 24 -Construct 6" PCC Doweled Median Curb:** Payment for Construct 6" PCC Doweled Median Curb, Type C2-6 shall be paid at the contract price per linear foot (LF) and shall include full compensation for furnishing and installing steel dowels, furnishing all labor, materials, tools, equipment and incidentals for Construct 6" PCC Doweled Median Curb, Type C2-6 per SPPWC Std. Plan No. 121-2 and no additional compensation will be allowed therefor.

**Bid Item 25 -Install 4-Inch Thick PCC Concrete (Median):** Payment for Construct 4-Inch Thich PCC Concrete (Median) shall be paid at the contract price per square foot (SF) and shall include full compensation for furnishing all labor, materials, tools, equipment, and 2" compacted native at 90% relative compaction and incidentals for Construct 4" PCC Concrete (Median) and no additional compensation will be allowed therefor.

**Bid Item 26-Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case B (Maclay Ave, Griswold Ave, Arroyo Ave):** Payment for this item shall be paid at the contract price per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals required to remove and construct curb ramps, including concrete curb, curb returns, gutters, ramps, landings, detectable warning devices, transition sidewalk, and all other work shown on the plans and including excavation, preparation and compaction of subgrade, forming, furnishing the Portland cement concrete, placement, finishing, furnishing and installation of detectable warning surface material, replacement and reconfiguration of existing landscaping and irrigation, regrading, and all other work required to result in a complete project.

**Bid Item 27-Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case B Modified (Griswold Ave):** Payment for this item shall be paid at the contract price per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals required to remove and construct curb ramps, including concrete curb, curb returns, gutters, ramps, landings, detectable warning devices, transition sidewalk, and all other work shown on the plans and including excavation, preparation and compaction of subgrade, forming, furnishing the Portland cement concrete, placement, finishing, furnishing and installation of detectable warning surface material, replacement and reconfiguration of existing landscaping and irrigation, regrading, and all other work required to result in a complete project.

**Bid Item 28-Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case B Modified (Arroyo Ave):** Payment for this item shall be paid at the contract price per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals required to remove and construct curb ramps, including concrete curb, curb returns, gutters, ramps, landings, detectable warning devices, transition sidewalk, and all other work shown on the plans and including excavation, preparation and compaction of subgrade, forming, furnishing the Portland cement concrete, placement, finishing, furnishing and installation of detectable warning surface material, replacement and reconfiguration of existing landscaping and irrigation, regrading, and all other work required to result in a complete project.

**Bid Item 29-Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case C (Griswold Ave, Arroyo Ave):** Payment for this item shall be paid at the contract price per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals required to remove and construct curb ramps, including concrete curb, curb returns, gutters, ramps, landings, detectable warning devices, transition sidewalk, and all other work shown on the plans and including excavation, preparation and compaction of subgrade, forming, furnishing the Portland cement concrete, placement, finishing, furnishing and installation of detectable warning surface material, replacement and reconfiguration of existing



landscaping and irrigation, regrading, and all other work required to result in a complete project.

**Bid Item 30 -Remove Raised Median and Curb:** Payment for removal of raised median shall be paid at the contract price per square foot (SF) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, and incidentals for the removal of raised median curb and no additional compensation will be allowed therefor. Pavement structural section under median shall remain in place.

**Bid Item 31 -Traffic Signal Modification Glenoaks Blvd at Orange Grove Ave:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing loop detectors, poles, signal equipment, conduit, wiring, and appurtenances required for modifying the traffic signal at Glenoaks Blvd and Orange Grove Ave, including maintaining existing and temporary electrical systems, installing temporary poles, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

**Bid Item 32 -Traffic Signal Modification Glenoaks Blvd at Harding Ave:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing loop detectors, poles, signal equipment, conduit, wiring, and appurtenances required for modifying the traffic signal at Glenoaks Blvd and Harding Ave, including traffic control, maintaining existing and temporary electrical systems, installing temporary poles, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

**Bid Item 33 -Traffic Signal Modification Glenoaks Blvd at Maclay Ave:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing loop detectors, poles, signal equipment, conduit, wiring, and appurtenances required for modifying the traffic signal at Glenoaks Blvd and Maclay Ave, including traffic control, maintaining existing and temporary electrical systems, installing temporary poles, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

**Bid Item 34 -Traffic Signal Modification Glenoaks Blvd at Brand Blvd:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing loop detectors, poles, signal equipment, conduit, wiring, and appurtenances required for modifying the traffic signal at Glenoaks Blvd and Brand Blvd, including traffic control, maintaining existing and temporary electrical systems, installing temporary poles, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

**Bid Item 35 -Traffic Signal Modification Glenoaks Blvd at Griswold Ave:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing loop detectors, poles, signal equipment, conduit, wiring, and

appurtenances required for modifying the traffic signal at Glenoaks Blvd and Griswold Ave, including traffic control, maintaining existing and temporary electrical systems, installing temporary poles, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

**Bid Item 36 - Traffic Signal Modification Glenoaks Blvd at Arroyo Ave:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing loop detectors, poles, signal equipment, conduit, wiring, and appurtenances required for modifying the traffic signal at Glenoaks Blvd and Harding Ave, including traffic control, maintaining existing and temporary electrical systems, installing temporary poles, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

**Bid Item 37 – Provide Traffic Control Plan and Traffic Control (3% Max of the Total Bid Amount):** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required to place, remove, store, maintain, move to new locations, replace, and remove the components of the traffic control system, including stationary mounted construction area signs, solar powered arrow boards, changeable message signs, as well as flagging and temporary traffic delineators/stripping for the project in accordance with of these Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of contract work completed.

**Bid Item 38 - Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Orange Grove Avenue:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing conduit and appurtenances complete in place. This bid item will be paid for by Lineal Foot (LF) and no additional compensation will be allowed therefor.

**Bid Item 39 - Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Harding Avenue:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing conduit and appurtenances complete in place. This bid item will be paid for by Lineal Foot (LF) and no additional compensation will be allowed therefor.

**Bid Item 40 - Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Maclay Avenue:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing conduit and appurtenances complete in place. This bid item will be paid for by Lineal Foot (LF) and no additional compensation will be allowed therefor.

**Bid Item 41 - Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Brand Boulevard:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing conduit and appurtenances complete in place. This bid item will be paid for by Lineal Foot (LF) and no additional compensation will be allowed therefor.

**Bid Item 42 - Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Griswold Avenue:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing conduit and appurtenances complete in place. This bid item will be paid for by Lineal Foot (LF) and no additional compensation will be allowed therefor.

**Bid Item 43 - Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Arroyo Avenue:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing conduit and appurtenances complete in place. This bid item will be paid for by Lineal Foot (LF) and no additional



## **NOTICE TO BIDDERS FEDERAL REQUIREMENTS**

### **Proposal Phase**

*If you are the apparent low bidder, second low bidder, or third low bidder, you must submit the following form, either with your bid or within four (4) business days after bid opening:*

- ☐ Construction Contract DBE Commitment, Exhibit 15-G (p. F-30)

In addition, you are strongly encouraged, and may be required, to submit the following form as a supplement to Exhibit 15-G:

- ☐ DBE Information – Good Faith Efforts, Exhibit 15-H (p. F-32)

Upon execution and submission of your bid, you are agreeing to be bound by the following (but do not need to return the forms):

- Equal Employment Opportunity Certification (p. F-24)
- Public Contracting Code Requirements (p. F-25)
- Debarment and Suspension Certification (p. F-26)
- Nonlobbying Certification for Federal-Aid Contracts (p. F-27)

*If applicable, the following form must be submitted with the bid:*

- ☐ Disclosure of Lobbying Activities (p. F-28)

### **Construction Phase**

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

*If applicable, you will be required to submit the following form each month during construction:*

- ☐ Monthly DBE Trucking Verification (p. F-35)

### **Post-Construction Phase**

*When construction is completed, you will be required to submit the following forms to the City:*

- ☐ Final Report – Utilization of Disadvantaged Businesses (p. F-37)
- ☐ Disadvantaged Business Enterprises (DBE) Certification Status Change (p. F-39)

## EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

### MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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## 1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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.

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 DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).

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:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- 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 as defined in 49 CFR 26.55(d)(1) as follows:

- 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.

### a. DBE Commitment Submittal

Submit the Exhibit 15-G *Construction Contract DBE Commitment* 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, all bidders must complete and submit Exhibit 15-G to the Agency. The DBE Commitment form must be received by the Agency within five (5) days of bid opening.

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.

***b. Good Faith Efforts Submittal***

**Exhibit 15-H: Proposer/Contractor Good Faith Efforts** is due to the local agency within five (5) days of bid opening. Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next day on which the agency is open. Only good faith efforts directed toward obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects 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 from other bidders when determining whether the low bidder made good faith efforts to meet or exceed the DBE goal.

***c. Exhibit 15-G - Construction Contract DBE Commitment***

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* 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, please submit a copy of the joint venture agreement.

**d. 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 *Construction Contract DBE Commitment* 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 1<sup>st</sup>-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 (See Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

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

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

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

Upon work completion, complete 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.

**e. Performance of Disadvantaged Business Enterprises**

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* 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 contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or consultant obtains the agency's written consent. Unless the agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G: *Construction Contract DBE Commitment*.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the *Notice to Contractors*.
3. **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.
4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

## 5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

## 6. CHANGED CONDITIONS

### a. 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.)

***b. 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.

***c. 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.

**7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The Contractor shall begin work by the commencement date stated in the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of **Eighty (80) WORKING DAYS** after the commencement date stated in the Notice to Proceed.

The Contractor shall pay to the City of San Fernando the sum of **\$3,200** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

## 8. BUY AMERICA

**Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. 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.

## 9. 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.

## 10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

## 11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 10 pages must be physically inserted into the contract without modification.]

REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS

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- I. General
- II. Nondiscrimination
- III. No segregated 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 Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

## ATTACHMENTS

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

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

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

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

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

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

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

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

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**2. EEO Officer:** The contractor will designate and make known to the contracting officers and 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 will 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 ensure 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.



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**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.

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**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.



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**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**

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**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.

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**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

**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.



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- (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.
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

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.

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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.

#### 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 erroneously 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

### 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.

- 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.

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#### 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.

transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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## 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.

- 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.

- 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.

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### 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.

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### XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which



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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 normally possessed by a prudent person in the ordinary course of business dealings.

exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

**12. FEMALE AND MINORITY GOALS**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are 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**

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	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties:	28.9
	7120 Salinas-Seaside-Monterey, CA CA Monterey	25.6
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA CA Santa Clara, CA	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
177	Sacramento, CA: SMSA Counties:	16.1
	6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties:	12.3
	5170 Modesto, CA CA Stanislaus	
	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	26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

### 13. 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.

#### 14. 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 State 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.

Federal Trainee Program Special Provisions  
(to be used when applicable)**15. FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is [Click or tap here to enter text.](#)

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:

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 approval from the City for this submitted information before you start work. The City credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

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

Do not employ as an apprentice or trainee an employee:

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

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

In your training program, establish the minimum length and training type for each classification. The City and FHWA approve a program if one of the following is met:

1. It is calculated to:
  - Meet 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 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 with this section.

Each apprentice or trainee must:

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

Furnish the apprentice or trainee:

1. A copy of the program you will comply with in providing the training

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)*

### **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The ☐bidder / ☐proposed subcontractor hereby certifies that he ☐has / ☐has not participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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 and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)*

## **PUBLIC CONTRACT CODE**

### **Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder ☐has / ☐has not been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The Bidder must place a checkmark before "has" or "has not" in one of the check boxes provided.

### **Public Contract Code Section 10162 Questionnaire**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

☐ Yes ☐ No

If the answer is yes, explain the circumstances in the following space:

### **Public Contract Code Section 10232 Statement**

In conformance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)*

**DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)*

**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 proposal 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

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known: _____
<b>6. Federal Department/Agency:</b> _____		<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____
<b>8. Federal Action Number, if known:</b> _____		<b>9. Award Amount, if known:</b> \$ _____
<b>10. a. Name and Address of Lobbying Registrant</b> (If individual, last name, first name, MI):   (attach Continuation Sheet(s) if necessary)		<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):   (attach Continuation Sheet(s) if necessary)
<b>11. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned	<b>13. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<b>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:</b>   (attach Continuation Sheet(s) if necessary)		
<b>15. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>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.</b>		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
<b>Federal Use Only:</b>		

Authorized for Local Reproduction  
Standard Form – LLL

**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, sub-grants, 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 (e.g., 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 influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal 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 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 Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT**

1. Local Agency: City of San Fernando 2. Contract DBE Goal: 14%
3. Project Description: Street resurfacing, construction of median, and traffic signal improvements
4. Project Location: Glenoaks Boulevard Between West City Boundary to East City Boundary
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
<b>Local Agency to Complete this Section</b> 21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.  25. Local Agency Representative's Signature _____ 26. Date _____ 27. Local Agency Representative's Name _____ 28. Phone _____ 29. Local Agency Representative's Title _____			<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>  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.  16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer'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.



**DBE INFORMATION - GOOD FAITH EFFORTS**Federal-aid Project No. **HSIPL-5202(018)**

Bid Opening Date

The City of **San Fernando** established a Disadvantaged Business Enterprise (DBE) goal of **14%** 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):

<u>Publications</u>	<u>Dates of Advertisement</u>

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

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



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

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

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

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

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

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- 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:

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- 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:

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- 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):

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NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

## Exhibit 16-Z1 Monthly DBE Trucking Verification

State of California-Department of Transportation

Contract No.			Month			Year	
Truck Owner	DBE Cert. No.	Company Name and Address	Truck No.	California Highway Patrol CA No.	Commission Or Amount Paid*	Date Paid	Lease Arrangement (if applicable)
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
					Total Amount Paid		

Prime Contractor

Business Address

Business Phone No.

\*Upon Request, all Lease Agreements shall be made available, in accordance with the Special Provisions.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

Contractor Representative Signature

Title

Date \_\_\_\_\_

**MONTHLY DBE TRUCKING VERIFICATION**

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of non-DBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions.

Payment information is derived using the following:

- 1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
- 2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
- 3.) The fee or commission paid to non-DBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

**Final Report – Utilization of Disadvantaged Business Enterprise (DBE) and First-Tier Subcontractors**  
**Exhibit 17-F**

15. ORIGINAL DBE COMMITMENT AMOUNT \$

**I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

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

**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.



## 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-O2 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.

## Exhibit 17-O

### Disadvantaged Business Enterprises (DBE) Certification Status Change

## Exhibit 17-O

### Disadvantaged Business Enterprises (DBE) Certification Status Change

## Exhibit 17-O

### Disadvantaged Business Enterprises (DBE) Certification Status Change

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## Disadvantaged Business Enterprises (DBE) Certification Status Change

## Exhibit 17-O

### Disadvantaged Business Enterprises (DBE) Certification Status Change

**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 (OBE) or the date of the Certification Certificate mailed out by OBE.
- 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.