

CITY OF ALHAMBRA
CONTRACT DOCUMENTS
PLANS AND SPECIFICATIONS
FOR

MISSION ROAD: GARFIELD AVE TO WEST CITY LIMITS ROAD REHABILITATION

BID NO. N2M16-192

FEDERAL PROJECT NO. STPL-5130(021)

IN THE CITY OF ALHAMBRA

CITY OF ALHAMBRA
111 SOUTH FIRST STREET
ALHAMBRA, CALIFORNIA 91801

December 19, 2016

TO PROSPECTIVE BIDDERS:

The City of Alhambra wishes to take this opportunity to welcome you as a prospective bidder on one of its Public projects. It is the City's intention to provide you with thorough and complete information regarding this project and to present an accurate description of the necessary work so that you may successfully bid and construct the project.

This project is funded with Federal funds. All bidders are required to comply with all applicable funding requirements in regard to bidding, including active solicitation of subcontract bids from minority-owned businesses and women-owned businesses. For this project, Federal (Davis-Bacon) rates will be enforced. Any contract entered into pursuant to this notice will also incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeships employment standards established by the State Director of Industrial Relations and the Federal government will be required. If Federal and State wage rates are applicable, then the higher of the two will prevail.

The City hereby notifies all qualified bidders that it will affirmatively insure that qualified minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor under hire. The bidders and the selected contractor shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap.

Submittal of your bid assumes that you have made a thorough and complete investigation of the project site and that you have discovered no apparent discrepancies between the scope of work set forth in the plans and specifications and the actual field conditions.

If there are any questions regarding this project, please contact:

Melissa Ramos, Deputy Director of Public Works
City of Alhambra
(626)570-3284
(626)282-5833 fax

Mary Chavez
Director of Public Works

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NOTICE INVITING SEALED BIDS
BID NO. N2M16-192
FOR
MISSION ROAD: GARFIELD AVE TO WEST CITY LIMITS ROAD REHABILITATION
FEDERAL PROJECT # STPL-5130(021)
IN THE CITY OF ALHAMBRA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Alhambra invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 111 South First Street, Alhambra, California 91801, up to the hour of **10:30 a.m. on Thursday, January 19, 2017**. They will be publicly opened at 11:00 a.m. in the City Council Chambers.

Copies of the contract documents, plans and specifications will be provided in electronic format (pdf) to all interested contractors at no cost. To receive the electronic files, please visit www.cityofalhambra.org and email mramos@cityofalhambra.org to be placed on the bidders list.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeships employment standards established by the State Director of Industrial Relations and the Federal government will be required.

The City hereby notifies all qualified bidders that it will affirmatively insure that minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion or handicap in any consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the contractor shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion or handicap.

The City will deduct a 5 percent retention from all progress payments.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or subcontractors, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public work's contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

No bid will be accepted from a Contractor who has not been licensed in accordance with the provisions of the Business and Professions Code. The successful Contractor and his subcontractors will be required to possess business licenses from the City. The City reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of sixty days.

This project is subject to the requirements of SB 854.

No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The bid proposal must include a print out from the DIR registration website showing that the prime contractor and each subcontractor is currently registered.

No bid proposals will be accepted nor any contract entered into with a prime contractor without proof of registration as required above. [Unless within the limited exceptions from this requirement for bid proposals only under Labor Code Section 1771.1(a)]

The prime contractor will be required to post job site notices regarding Labor Code compliance as described in 8 California Code of Regulation section 16451(d).

This is a Federally-assisted construction project. Federal Labor Standards Provisions, including the prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a labor dispute, when Federal and State wage rates are in conflict, the higher of the two will prevail.

Any contract entered into pursuant to this notice shall become effective or enforceable against the City of Alhambra only when the formal written contract has been duly executed by the appropriate officers of the City.

For the purpose of determining the lowest responsible bidder the City will reduce the total amount of any bid submitted by an amount equal to one percent of that portion of the bid which is subject to sales or use tax if it is determined that the City would receive a refund of sales or use tax on that portion of the bid. Payment, however, will conform to the provisions of Section 9-3 of these Specifications and will not be reduced by the aforementioned one percent.

The City will deduct a 5 percent retention from all progress payments.

Total construction duration is 120 working days.

THE CONTRACTOR SHALL COMPLETE THE WORK WITH IN 120 WORKING DAYS OF THE EFFECTIVE DATE OF CITY'S NOTICE TO PROCEED WITH CONSTRUCTION.

For questions regarding this project, please contact:

Melissa Ramos, Deputy Director of Public Works
City of Alhambra
111 S. First Street
(626) 570-5067
(626) 282-5833 fax

BY ORDER of the City of Alhambra, California.

Lauren Myles, City Clerk

**INSTRUCTIONS TO BIDDERS
BID NO. N2M16-192
FOR
MISSION ROAD: GARFIELD AVE TO WEST CITY LIMITS ROAD REHABILITATION
FEDERAL PROJECT # STPL-5130(021)
IN THE CITY OF ALHAMBRA**

LOCATION OF WORK

The exact location of the project is outlined in the drawings, specifications and other Contract Documents on file at the office of the City Clerk of the City of Alhambra.

PROPOSAL FORMS

Bids shall be submitted in writing on the Proposal forms provided by the City. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City will not consider any proposal not meeting these requirements.

PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of a bid bond payable to the City of Alhambra in the amount not less than 10 percent of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the City. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "BID NO. N2M16-192, Mission Road: Garfield Ave to West City Limits Road Rehabilitation—DO NOT OPEN WITH REGULAR MAIL". Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the City's designated official prior to the bid opening hour stipulated in the Notice Inviting Bids. Late proposals will not be considered.

CONSTRUCTION SCHEDULE, PROGRESS OF WORK, LIQUIDATED DAMAGES

In accordance with the provisions of Subsection 6-1 of the Standard Specifications, and/or as may be provided for within the herein Special Provisions, after notification of award and prior to start of any work, the Contractor shall submit to the Engineer for approval its proposed Construction Schedule. At a scheduled date prior to commencement of work, the Contractor and all subcontractors shall attend a pre-construction conference at the City Hall.

The selected Contractor shall complete the project per the schedule indicated in the Notice of Inviting Bids section of the specifications.

The Contractor agrees that failure to complete work within the time allowed will result in damages being sustained by the City. Contractor and City agree that failure to complete the project will result in inconvenience to the citizens of Alhambra. The parties also agree that failure to complete the project on time will prevent the City from having the use of the affected facilities. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that One Thousand Dollars (\$1,000) a calendar day is the minimum value of such costs to the City and is a reasonable amount that the Contractor agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions.

Execution of the contract under these specifications shall constitute agreement by the Contractor and the City that the above indicated liquidated damage amount per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the/an allotted time so that the damages are minimized.

All construction graffiti shall be removed prior to the release of retention payment

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the City's designated official prior to the bid opening hour stipulated in the Notice Inviting Bids. Proposals may not be withdrawn after the bid opening hour stipulated in the Notice Inviting Bids without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor.

DISCREPANCIES AND MISUNDERSTANDINGS

Before submitting a Proposal, Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed, and shall include in the Proposal, the cost of all items necessary in the construction of the project. The Bidder shall not be allowed any extra compensation by reason of any matter or thing, concerning that which such the Bidder might have fully informed himself prior to the bidding. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job.

Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the City. Should a Bidder find any ambiguity, inconsistency or error in the plans and project manual, or be in doubt as to their meaning, the Bidder shall notify the City, in writing via FAX as specified in the Notice of Inviting Bids Section. Issues requiring clarification will be addressed in a written addendum response, sent by facsimile to each Bidder, person or firm recorded by the City as having received plans. Any addenda issued by the City during the time of bidding are to be included in the proposal from the Bidder, and shall become a part of the Bid documents. The Bidder shall acknowledge receipt of addenda on the proposal form in the space provided.

By submitting a bid, the Bidder shall be held to have personally examined the site and the drawings, to have carefully read the specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this proposal, and agrees that if awarded the contract, will make no claim against the City based on ignorance or misunderstanding of the plans, specifications, site conditions and/or contract provisions.

PERMITS AND LICENSES

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. No fee is charged for the Permit issued by the City for a public works project. The Contractor shall pay for and obtain a City Business License.

CONTRACTORS LICENSE LAW

The successful Bidder shall comply with and require all subcontractors to comply with all Federal, State and City Contractor License Laws and be fully Registered and Licensed thereunder as required.

The successful Bidder is required to provide and pay for a performance and a payment bond as stated in SECTION 2-4 CONTRACT BONDS, of the Greenbook (Standard Specifications for Public Works Construction, latest edition). These bonds shall cover the faithful performance (100%) of the Contract for Construction and the payment of all obligations (100%) arising thereunder, in such form as the City may prescribe and with such sureties as they may approve. The successful Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney indicating the monetary limit of such power.

The City reserves the right to reject any proposed bonding company without stating cause. In this event the successful Bidder shall provide an alternate bonding company selection acceptable to the City.

Bonds shall conform with state statutes regarding performance bond and labor and material payment bond with amount shown on each part equal to 100% of the total amount payable by terms of the Contract for Construction. The surety company shall be licensed to do business in state in which construction project is located and shall be acceptable to the City. Bond amount shall be increased to include any Change Order(s) added to the contract to 100% total value amount of each Change Order. Bonds will be recorded along with a copy of the construction contract in the County Recorder Records by the General Contractor with written proof submitted to the City.

LIABILITY INSURANCE

The liability insurance coverage values stated in SECTION 7-3 LIABILITY INSURANCE, of the Greenbook (Standard Specifications for Public Works Construction, latest edition) are hereby amended to be:

- (1) Public Liability and Property Damage Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
- (2) Products/Completed Operations Hazard Insurance in an amount of no less than ONE MILLION DOLLARS (\$1,000,000);
- (3) Comprehensive Automobile Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000);
- (4) Contractual General Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000);
- (5) or GENERAL AGGREGATE LIABILITY in an amount of not less than TWO MILLION DOLLARS (\$2,000,000).

* Automobile and lease vehicle insurance; owned, not owned and hired. Insurance to include bodily injury, sickness and death of any person and property damage owned and un-owned per occurrence.

Bidder's shall comply with the insurance requirement included in Article IX of the Sample City of Alhambra Contract included in part D of these Specifications

SOCIAL SECURITY ACT

The successful Bidder agrees to comply with and to require all of his subcontractors to comply with all the provisions of the Act of Congress approved August 14, 1935, known and cited as the Social Security Act and also the provisions of the act of the State Legislature Approved, and known as the State Unemployment Compensation Law and all other laws and regulations pertaining to labor and workmen and all amendments to such data, and the contractor further agrees to indemnify and hold harmless the City of Alhambra of and from any and all claims and demands made against it by virtue of the failure of the contractor or any subcontractors to comply with the provisions of any or all of said acts and amendments.

SALES AND USE TAX

The successful Bidder agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The successful Bidder further agrees to indemnify and hold harmless the Alhambra Community Services Department of and from any and all claims and demands made against virtue of the failure of the Contractor or any Subcontractors to comply with the provisions of any or all said laws and amendments.

WAIVER OF LIENS

The successful Bidder (General Contractor) is responsible for the payment of all bills for labor and materials furnished by the subcontractors, the suppliers, and the General Contractor on this project. The General Contractor shall deliver to the City, unconditional Lien Waivers and/or Releases from himself and from each of his subcontractors and suppliers, and at such time he shall certify that he is submitting such lien waivers for all subcontractors and suppliers involved.

If any liens are filed against the City property, the City may, at its option, demand General Contractor immediately provide a bond in accordance with state statutes.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the City. The City of Alhambra reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of sixty days, as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

The Contractor shall submit a signed contract, bonds, insurance and all necessary documents to the City, within the required schedule.

EMPLOYMENT OF APPRENTICES

Attention is directed to the provisions in Section 1777.5 of the California Labor Code concerning employment of apprentices by the contractor or any subcontractor under him. The contractor and any subcontractor under him shall comply with the requirements of said section in the employment of apprentices; however, the contractor shall have full responsibility for compliance with said Labor Code section for all apprenticable occupations, regardless of any other contractual or employment relationships alleged to exist.

SUBCONTRACTS

Subcontracts shall comply with SECTION 2-SCOPE AND CONTROL OF THE WORK, of the Greenbook (Standard Specifications for Public Works Construction, latest edition). The Contractor is required to perform, with its own organization, contract work amounting to at least 51 percent of the Contract Price. Failure to meet these requirements will result in disqualifying of the bid or termination of the contract. This provision supersedes any other provisions which specified a different subcontract requirement

Proposed subcontractor names, a general description of the work to be performed by each subcontractor and the dollar amount for each subcontractor shall be submitted with the bid.

PROJECT CLOSE OUT DOCUMENTS

Within 10 calendar days of completion of the project, the Contractor shall submit project close out documents, including: Drawings showing as built conditions with red pencil; All warranties and guarantees; All paperwork required for labor compliance; All final lien releases; All other project related documents requested by the City.

PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder's attention is directed to the applicable provisions in the Standard Specifications for Public Works Construction requirements and conditions which must be observed in the preparation of the proposal form and the submission of the bid.

A. Examination of Site, and Specifications: Bidders shall examine the site of the work and acquaint themselves with all conditions affecting the work. By submitting a bid, the Bidder shall be held to have personally examined the site, to have carefully read the specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this proposal, and agrees that if awarded the contract, will make no claim against the City based on ignorance or misunderstanding of the specifications, site conditions and/or contract provisions.

The Contractor shall have included in the contract price a sufficient sum to cover all items, including labor, materials, tools, equipment and incidentals, that are implied or required for the complete improvements as contemplated by the contract documents.

- B. Pre-Bid Inquiries: Bidders with pre-bid inquiries should contact:
Melissa Ramos, Engineering Associate/Project Manager
City of Alhambra
(626) 570-5067
(626) 282-5833 fax

All inquiries must be submitted in writing.

COMPLIANCE WITH SB 854 DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

This project is subject to the requirements of SB 854. Bidder must submit evidence of DIR registration pursuant to SB 854.

This Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

**BIDDER'S PROPOSAL
BID NO. N2M16-192
FOR
MISSION ROAD: GARFIELD AVE TO WEST CITY LIMITS ROAD REHABILITATION
FEDERAL PROJECT # STPL-5130(021)
IN THE CITY OF ALHAMBRA**

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION C
– BIDDER'S PROPOSAL

SUBMITTED BY: _____
(Bidder Name)

In accordance with the City of Alhambra's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Alhambra of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. THE CITY OF ALHAMBRA RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City of Alhambra's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the City of Alhambra and this bid and the acceptance hereof may, at the City of Alhambra's option, be considered null and void.

BID SCHEDULE

To the Alhambra City Council, herein called the “Council”.

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work as per the paragraph, Discrepancies and Misunderstandings, contained in the INSTRUCTIONS TO BIDDERS section, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in providing **Mission Road: Garfield Ave to West City Limits Road Rehabilitation** IN THE CITY OF ALHAMBRA, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, for the following bid schedule. (Bidder shall provide a bid amount for each bid item. Failure to provide a bid for each bid item shall render the bid non-responsive):

BASE BID

Our BID to furnish and construct all necessary improvements in conformance with the plans, specifications and in compliance with all applicable codes and standards is as follows.

BID SCHEDULE FOR MISSION ROAD – STPL-5130(021)					
ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
GENERAL					
1	TRAFFIC CONTROL & TRAFFIC CONTROL PLANS (MAX 3% OF TOTAL BID)	LS	1		
2	MOBILIZATION & DEMOBILIZATION (MAX 3% OF TOTAL BID)	LS	1		
3	CHANGEABLE MESSAGE SIGNS THAT CITY MAY REQUIRE TO PROVIDE INFORMATION TO MOTORISTS FOR ROADWAY CONDITIONS. BID UNIT PRICE SHALL BE BASED ON DAILY COST OF PROVIDING A CHANGEABLE MESSAGE SIGNS. THE PERIOD (QTY) IS BASED ON 365 DAYS.	EA	2		

BID SCHEDULE FOR MISSION ROAD – STPL-5130(021)

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
4	SURVEY STAKING	LS	1		
5	FOR FEES ONLY ASSESSED BY THE STATE WATER RESOURCES CONTROL BOARD FOR PERMIT RIDER AND REIMBURSED BY CITY WHEN FILING A GENERAL CONSTRUCTION ACTIVITIES STORMWATER PERMIT (GCASP) WHICH INCLUDES A NOTICE OF INTENT AND A WASTE DISCHARGE IDENTIFICATION NUMBER	LS	1		
6	IDENTIFY, TIE-OUT AND RESET SURVEY MONUMENTS AND FILE CORNER RECORDS (ITEM INCLUDES TIES REMOVED DUE TO RECONSTRUCTION OF ACCESS RAMP)	EA	30		
STREET IMPROVEMENT/RECONSTRUCTION					
7	SAW CUT AND REMOVE 8" (average thickness) PCC DRIVEWAY AND X-GUTTER-VARIOUS LOCATIONS	SF	550		
8	SAW CUT AND REMOVE 9" (average thickness) PCC PAVEMENT IN NEW MEDIAN AREA WHERE PLANTING IS PROPOSED	SF	55,282		
9	SAW CUT & REMOVE PCC SIDEWALK (4" AVERAGE THICKNESS) AND ACCESS RAMPS AS DIRECTED BY CITY INSPECTOR	SF	14,300		
10	REMOVE AC- AVERAGE 6" (WITHIN PROPOSED RAISED MEDIAN)	CY	1,100		
11	REMOVE BASE (CMB), SUBBASE, AND DIRT 9" DEEP BELOW PCC OR AC (MEDIAN AREAS)	CY	3,117		
12	SAW CUT & REMOVE OR COLD MILL 2.5" ASPHALT PAVEMENT COVERING PCC PAVEMENT IN PROPOSED MEDIAN AREA	SF	55,282		
13	SAW CUT & REMOVE CURB & GUTTER	LF	660		
14	INSTALL REMOVABLE CURB (over MH where new median curb is proposed)	EA	7		
15	REMOVE AC, BASE, SUBBASE, AND DIRT (WITHIN EXISTING ROADWAY AREA)	CY	440		
16	CONSTRUCT PCC CROSS AND LONGITUDINAL GUTTERS- 8" THICK PER APWA STD 122-2. LOCATION TO BE AS DIRECTED BY CITY INSPECTOR	SF	100		

BID SCHEDULE FOR MISSION ROAD – STPL-5130(021)

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
17	CONSTRUCT MODIFIED 8" CURB & ONE FOOT (1') GUTTER PER APWA STD NO. 120-2 TYPE A2-(8).	LF	3,612		
18	CONSTRUCT 8" CURB PER APWA STD NO. 120-2 TYPE A1-(8). <u>FILL TRENCH SLOT WITH PCC PAVEMENT</u> TO MATCH ABUTTING PCC PAVEMENT EAST AND WEST OF ATLANTIC SOUTH SIDE BETWEEN STA 94+50 95+57 AND NORTH SIDE BETWEEN 100+67 TO 102+10	LF	300		
19	CONSTRUCT 10" CURB PER APWA STD NO. 120-2 TYPE A1-(8) MODIFIED TO 10" HEIGHT -NORTH SIDE OF MEDIAN AREAS	LF	1,628		
20	CONSTRUCT 8" CURB PER APWA STD NO. 120-2 TYPE A1-(8)	LF	5,072		
21	CONSTRUCT 4" THICK PCC SIDEWALK INCLUDING GRADING	SF	3,289		
22	FULL DEPTH CAP ADJACENT TO NEW CURB & GUTTER 1' WIDE INCLUDING 2 SACK SLURRY BACKFILL & 2" AC CAP	LF	11,011		
23	REMOVE 4" AC VARIOUS LOCATIONS	SF	10,000		
24	CONSTRUCT 4" AC VARIOUS LOCATIONS	SF	10,000		
25	CONSTRUCT 2.5" AC OVERLAY (C2-PG64-10)	TON	11,437		
26	COLD MILL 2.5" AC	SF	726,180		
27	CONSTRUCT 1" AC LEVELING COURSE OVERLAY- STA 52+00 TO 71+00 NORTH SIDE 5' WIDE- SEE TYPICAL SECTION	TON	100		
28	CONSTRUCT RIVERROCK BANDING IN 3.5" PCC CONCRETE (MEDIAN AREA)	SF	18,312		
29	CRUSHED AGGREGATE BASE AS DIRECTED BY CITY INSPECTOR	CY	275		
30	6" PCC DRIVEWAY OR ALLEY PER APWA STD 110-2	SF	500		
31	8" PCC COMMERCIAL DRIVEWAY OR ALLEY PER APWA STD 110-2	SF	500		
32	REMOVE AND RECONSTRUCT 6" FULL DEPTH AC BEHIND DWY AS DIRECTED BY CITY INSPECTOR	SF	500		
33	REMOVE AND RECONSTRUCT 6" CONCRETE BEHIND DWY AS DIRECTED BY CITY INSPECTOR	SF	200		

BID SCHEDULE FOR MISSION ROAD – STPL-5130(021)

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
34	ADJUST WATER VALVE CAN, & COVER TO GRADE	EA	81		
35	SAW CUT & REMOVE RIBBED SECTION OF ACCESS RAMPS AND CONSTRUCT NEW PARTIAL PCC ACCESS RAMP, INSTALL TRUNCATED DOME, AND COLD MILL GUTTER LIP AS DIRECTED BY CITY INSPECTOR	EA	12		
36	CONSTRUCT CURB ACCESS RAMPS PER APWA STD 111-5.CASE B, TYPE 2	EA	30		
37	FURNISH & INSTALL RAISED TRUNCATED DOME ON EXISTING ADA RAMPS AND COLD MILL OR /AND PATCH GUTTER LIP AS DIRECTED BY CITY INSPECTOR	EA	24		
38	ADJUST SEWER / SD MH TO GRADE	EA	107		
39	ADJUST SEWER / SD MH TO GRADE 8" OR MORE GRADE DIFFERENTIAL (WITHIN NEW RAISED MEDIAN AREA)	EA	9		
40	ADJUST VAULT TO GRADE	EA	2		
41	FURNISH & INSTALL FILL DIRT FOR NEW MEDIAN AND PLANTERS AS APPROVED BY CITY INSPECTOR	CY	4,221		
42	SCARIFY SOIL FOR A DEPTH OF 12" PRIOR TO PLACEMENT OF FILL IN MEDIAN ISLANDS WHERE PLANTING IS PROPOSED	SF	59,000		
43	RELOCATE SIGN AND POST	EA	11		
44	RESET BENCH MARKS (BY LICENSED SURVEYOR)	EA	7		
STORM DRAIN					
45	CONSTRUCT 24"X4" DUCTILE IRON UNDERSIDEWALK DRAIN FOR MEDIAN	LF	264		
46	PAINT LOGO ON CATCH BASIN	EA	22		
TRAFFIC SIGNAL RELATED ITEMS					

BID SCHEDULE FOR MISSION ROAD – STPL-5130(021)

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
47	INSTALL 6' ROUND DETECTOR LOOPS AND SPLICE IN PULLBOX, LOOPS FOR MISSION-PALM,MISSION- MARENGO,MISSION - MARGUARITA INTERSECTIONS INCLUDED IN TRAFFIC SIGNAL BID ITEM PRICE	EA	40		
SIGNING & STRIPING					
48	INSTALL NEW SIGN AND POST	EA	38		
49	INSTALL NEW SIGN	EA	42		
50	INSTALL THERMOPLASTIC EXTRUSION STRIPING FOR MISSION ROAD FROM 100' EAST OF GARFIELD AVE TO WESTERLY CITY LIMIT AND ALL INTERSECTING STREETS 100' NORTH & SOUTH OF LIMIT LINES PER STRIPING PLANS. THIS INCLUDES ADDING NEW THERMOPLASTIC STRIPING AND THERMOPLASTIC LEGENDS, GRINDING EXISTING CONFLICTING STRIPING, REMOVAL OF RPM'S AND REPAINTING EXISTING STRIPING AND LEGENDS AT THE COMPLETION OF THE JOB.SEE STRIPING PLANS	LS	1		
LANDSCAPING & IRRIGATION					
51	IRRIGATION - VALVES - FURNISH & INSTALL VALVE, UNION, BOX	EA	48		
52	IRRIGATION - FURNISH & INSTALL QUICK COUPLING VALVES	EA	19		
53	IRRIGATION -FURNISH & INSTALL CONTROL WIRING	LF	9,500		
54	IRRIGATION - FURNISH & INSTALL CONTROLLER	EA	7		
55	IRRIGATION - FURNISH & INSTALL Backflow Preventer Assemblies - Backflow, strainer, regulator, enclosure	EA	7		
56	IRRIGATION -4" STEEL PIPE SLEEVE UNDER THE STREET BY TRENCHING	LF	2,376		
57	IRRIGATION -4" STEEL PIPE SLEEVE BY UNDER PROPOSED ROCK BANDING	LF	1,663		

BID SCHEDULE FOR MISSION ROAD – STPL-5130(021)

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
58	IRRIGATION -FURNISH & INSTALL BUBBLERS	EA	341		
59	IRRIGATION -FURNISH & INSTALL SPRAY HEADS	EA	110		
60	IRRIGATION - LATERAL PIPE -FURNISH & INSTALL 1" AVG CLASS 200 PVC	LF	5,521		
61	IRRIGATION - MAINLINE PIPE - FURNISH & INSTALL 1" AVG SCH 40 PVC	LF	4,510		
62	IRRIGATION - FURNISH & INSTALL NETAFIM DRIP IRRIGATION	SF	22,022		
63	PLANTING -FURNISH & INSTALL SOIL AMENDING	SF	59,400		
64	PLANTING -FURNISH & INSTALL 24" BOX STREET TREES IN MEDIAN	EA	178		
65	PLANTING -FURNISH & INSTALL FLATS	EA	50		
66	PLANTING - FURNISH & INSTALL 1 GALLON SHRUBS	EA	1,936		
67	PLANTING - FURNISH & INSTALL 5 GALLON SHRUBS	EA	1,929		
68	FURNISH & INSTALL BOULDERS	EA	55		
69	CONCRETE FLATWORK -FURNISH & INSTALL MEDIAN MAINTENANCE PAD-8" THICK WITH WELDED WIRE MESH 6X6-W2.9 X W2.9 REINFORCEMENT	SF	2,090		
70	90 DAYS MAINTENANCE	LS	1		
WATER LINE IMPROVEMENT					
71	INSTALL 1.5" COPPER WATER SERVICE LINE FROM MAIN TO METER & BACK TO MEDIAN ISLAND(LENGTH VARIES UP TO 60') & METER INCLUDING TAPPING INTO MAIN LINE, TRAFFIC CONTROL, BACKFILL, PAVEMENT RESTORATION	EA	7		

BID SCHEDULE FOR MISSION ROAD – STPL-5130(021)

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
RAILROAD TRACKS REMOVAL & CONSTRUCTION OF IMPROVEMENTS					
72	SAW CUT AND REMOVE RAILROAD TRACKS, SPIKES, TIE PLATES, CROSS TIES, BALLAST TO A DEPTH OF 16" MINIMUM FROM TOP OF ASPHALT TO CONSTRUCT ROADWAY -APPROXIMATELY 160' LONG X 11' WIDE	LS	1		
73	SAW CUT AND REMOVE RAILROAD TRACKS, SPIKES, TIE PLATES, CROSS TIES, GRADE PARKWAY TO CONSTRUCT SIDEWALK- APPROXIMATELY 20' LONG X 11' WIDE	LS	1		
74	SAW CUT AND REMOVE RAILROAD TRACKS, SPIKES, TIE PLATES, CROSS TIES, GRADE PARKWAY TO CONSTRUCT AC PATH- APPROXIMATELY 130' LONG X 11' WIDE	LS	1		
75	CONSTRUCT 6" AC OVER 10" AB ROADWAY STRUCTURAL SECTION	SF	3,000		
76	CONSTRUCT 4" PCC SIDEWALK OVER 4" AB (NORTH PARKWAY AREA)	SF	700		
77	CONSTRUCT 3" AC OVER 4" AB (SOUTH PARKWAY AREA)	SF	1,500		
78	REMOVE 16" AC BASE, SUBBASE TO CONSTRUCT NEW SECTION	CY	50		
COORDINATION FOR ADJUSTMENT OF COMMUNICATION DUCTS BY UTILITY COMPANY WITHIN PROPOSED MEDIAN AREA					
79	AFTER REMOVAL OF PAVEMENT SECTION WITHIN THE PROPOSED MEDIAN AREAS, CONTRACTOR SHALL COORDINATE WITH UTILITY SUBCONTRACTOR TO ADJUST THE COMMUNICATIONS DUCTS. DURING THAT TIME CONTRACTOR MAY NOT BE ABLE TO PERFORM WORK WITHIN THE SAME AREA WHERE THE UTILITY COMPANY IS LOWERING THEIR FACILITIES.	LS	1		
COLD MILLING WITH POTENTIAL PAVEMENT FABRIC					
80	SURCHARGE FOR PAVEMENT FABRIC THAT MAY BE PRESENT DURING COLD MILL OPERATION	SF	320,000		

BID SCHEDULE FOR MISSION ROAD – STPL-5130(021)

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
	FROM STA 49+00 TO 104+00 - CONTRACTOR WILL BE PAID FOR AREA COLD MILLED WITH FABRIC WITNESSED BY INSPECTOR				
TRAFFIC SIGNAL MODIFICATIONS					
81	Modify Traffic Signal on Mission Rd at Palm Ave.-Furnish and install equipment to add left turn indication to include traffic signal heads, conductors, cable, components needed to the traffic signal cabinet, signs, traffic loops, bicycle loops, and all incidentals for the full operation of the traffic signal system complete in place per plans and specifications	LS	1		
82	Modify Traffic Signal on Mission Rd at Marengo Ave.-Furnish and install equipment to add left turn indications which includes but not limited to, traffic signal poles, foundations , mast arms, signal heads, pedestrian heads, Push buttons, luminaires & arms, conduits, 170 ATC/HC-11 controller with LACO-4E Program, remove existing controller cabinet and components & deliver to City yard, remove traffic signal poles, signal heads, PB,etc. and deliver to City yard., Chip down foundation and repair sidewalk. Install new TS cabinet type 332 on existing foundation with an adapter, all new components, ILD Sensors, isolation units, Switch Packs, interconnect Board, card rack, GPS, UTB, battery backup cabinet & batteries, Pull boxes, signs, standard traffic loops and bicycle loops, rewire Mission Rd Signal at Marengo Ave with new conductors, cable, and Dlc's , reuse and repull conductors from Front street, repull interconnect cable, provide new Opticom and Opticom cable, and all other items and incidentals for the full operation of the traffic signal system complete in place per plans and specifications	LS	1		
83	Modify Traffic Signal on Mission Rd at Marguerita Ave.-Furnish and install equipment to add left turn indications which includes but not limited to, traffic signal poles, foundations , mast arms, signal heads, pedestrian heads, Push buttons, luminaires & arms, conduits, 170 ATC/HC-11 controller with LACO-4E Program, remove existing controller cabinet and components & deliver to City yard, remove traffic signal poles, signal heads, PB,etc. and deliver to City yard., Chip down foundation and repair sidewalk. Install new TS cabinet type 332 on existing foundation with an adapter, all new components, ILD Sensors, isolation units, Switch Packs, interconnect Board, card rack, GPS, UTB, battery backup cabinet & batteries, Pull boxes, signs, standard traffic loops and	LS	1		

BID SCHEDULE FOR MISSION ROAD – STPL-5130(021)

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
	bicycle loops, rewire Mission Rd Signal at Marguerita Ave with new conductors, cable, and Dlc's , reuse and repull conductors from Front street, repull interconnect cable, provide new Opticom and Opticom cable, and all other items and incidentals for the full operation of the traffic signal system complete in place per plans and specifications				

Total Amount of Base Bid in Numbers	\$
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Total Amount of Base Bid in Writing:

Prices for Curb Ramps include all associated costs for root cutting and root barriers, if required, restoration of disturbed irrigation and landscaping and providing new pullboxes where required. No additional compensation will be allowed.

The City in its sole discretion may change the Plans, Specifications, character of the work add, delete, or modify any of the quantities and/or any of the locations provided as long as the total arithmetic dollar value of all such additions, deletions, or modifications does not exceed 25 percent of the total awarded contract value for the entire project.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

REFERENCES

The City of Alhambra is interested in obtaining bids from the most qualified and capable contractors with a proven track record able to perform work desired by the Public Works Department. Any and all references required to be provided by the bid specifications must be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included.

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past three years.

1. _____
Name and address of the owner

Name and telephone number of person with the project

Contract amount Type of work Date Completed

2. _____
Name and address of the owner

Name and telephone number of person with the project

Contract amount Type of work Date Completed

3. _____
Name and address of the owner

Name and telephone number of person with the project

Contract amount Type of work Date Completed

BONDS

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom Bidder intends to procure insurance bonds:

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.

Name of Person who inspected the site: _____

Date of Inspection: _____

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NONCOLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein: that no officer, agent, or employee of the City of Alhambra is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

In submitting this proposal, the Bidder agrees:

1. To hold the Proposal open until 60 days after date for receipt of bids.
2. Within 10 calendar days after the Notice of Authorization to Proceed to enter into and execute a contract for construction awarded on the basis of this proposal and start construction and to furnish guaranty bonds and insurance certificates in accordance with the Bid Documents.
3. To accomplish the work in accordance with the Bid Documents.
4. To provide completion of the project, within 120 working days following the date indicated in the Notice of Authorization to Proceed and understand that failure to complete within this time will result in deduction of liquidated damages for the amount of \$1000 per calendar day in excess of the specified contract period.
5. To provide all material, products, etc. as specified in the Bid Documents without any deviation.

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Form of Legal Entity (i.e., individual, partnership, corporation, etc.) _____

If a Corporation, State of Incorporation (i.e., Calif.) _____

Business Address _____

Telephone _____

State Contractor's License No. and Class _____
Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members,

partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

Previous contract performance history:

Was any contract terminated previously: _____

If the answer to the above is "yes", provide the following information:

Contract/project name and number : _____

Date of termination: _____

Reason for termination: _____

Owner's name: _____

Owner _____ contact _____ person _____ and _____ tel. _____
no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this ____ day of _____, 2016.

BIDDER _____

Subscribed and sworn to this ____ day of _____, 2016.

NOTARY PUBLIC _____

**BID BOND FOR Bid NO. N2M16-192
MISSION ROAD: GARFIELD AVE TO WEST CITY LIMITS ROAD REHABILITATION
FEDERAL PROJECT # STPL-5130(021)
IN THE CITY OF ALHAMBRA**

KNOW ALL MEN BY THESE PRESENTS that _____
_____, as BIDDER, AND _____
_____, as SURETY, are held and firmly bound unto
the City of Alhambra, in the penal sum of _____dollars (\$ _____),
which is 10 percent of the total amount bid by BIDDER to the City of Alhambra for the
above stated project, for the payment of which sum, BIDDER and SURETY agree to be
bound, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to
submit a bid to the City of Alhambra for the above stated project, if said bid is rejected, or if
said bid is accepted and a contract is awarded and entered into by BIDDER in the manner
and time specified, then this obligation shall be null and void, otherwise it shall remain in full
force and effect in favor of the City of Alhambra.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals
this ____ day of _____, 2016.

BIDDER* _____

SURETY* _____

*Provide BIDDER/SURETY name, address and telephone number and the name,
title, address and telephone number for authorized representative.

Subscribed and sworn to this ____ day of _____, 2016.

NOTARY PUBLIC

**SAMPLE CONTRACT
PUBLIC WORKS CONTRACT
MISSION ROAD: GARFIELD AVE TO WEST CITY LIMITS ROAD REHABILITATION
Contract No. _____**

THIS AGREEMENT “Agreement” is made and entered into this ____ day of _____, 200__, by and between the City of Alhambra, a charter law city, located in the County of Los Angeles, State of California hereinafter called City, and _____, a _____ (corporation or partnership, or limited liability company corporation), located at _____ hereinafter called Contractor, collectively referred to as the Parties.

Section 1. Recitals.

City, issued a Notice Inviting Bids No. N2M_-__, to be submitted on or before _____, 200__, for the following:

_____ in the City of Alhambra, California, hereinafter called “Project”.

On _____, 20__ said bids were duly opened.

At its regular meeting held on _____, 200__, the City Council duly accepted the bid of Contractor for said Project as being the lowest responsible bid received and directed that a written contract be entered into with Contractor.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

Section 2. Contract Documents. This Agreement consists of the following documents (“Contract Documents”), all of which are made a part of this Contract:

- 2.1 Notice Inviting Bids
- 2.2 Instructions to Bidders
- 2.3 Bid Proposal, as accepted, including the Certificate of Bidders’ Experience and Qualifications and the List of Subcontractors
- 2.4 Notice of Award
- 2.5 Notice to Proceed
- 2.6 This Contract
- 2.7 Verification of California Contractor’s License
- 2.8 Contractor’s Certificate Regarding Workers’ Compensation
- 2.9 Security for payment (labor and materials)
- 2.10 Security for performance
- 2.11 Certificate(s) of Insurance

- 2.12 General Conditions/Specifications
- 2.13 Special Provisions
- 2.14 Plans and Standard Drawings
- 2.15 Standard Specifications for Public Works Construction "S.S.P.W.C."
- 2.16 Addenda Nos. [Insert N/A if none]_____
- 2.17 Other documents (list here)

All of the above-mentioned documents are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. In the event of a discrepancy between the provisions of the Contractor's documents and the City's documents, the City's documents take precedence with respect to resolution of the discrepancy.

Section 3. The Work.

- 3.1 The work ("Work") to be performed by Contractor is described in the Contract Documents.
- 3.2 In completing the Work, Contractor must employ, at a minimum, the applicable generally accepted professional standards of its industry in existence at the time of performance as utilized by persons engaging in similar work.
- 3.3 Except as specifically provided in the Contract Documents, Contractor must furnish, at its sole expense, all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the Work.
- 3.4 Contractor must perform all of the Work in strict accordance with the Contract Documents.

Section 4. Time to Perform the Work.

- 4.1 Time is of the essence with respect to Contractor's Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents.
- 4.2 Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 4.3 If Contractor is delayed by any cause beyond Contractor's control, City may, but is not required to, grant a time extension for the completion of the Work. If delay occurs, Contractor must notify City in writing within 48 hours of the cause and the

extent of the delay and how such delay interferes with Contractor's performance of the Work.

Section 5. Compensation and Payment.

- 5.1 Subject to any limitations provided in the Contract Documents, City agrees to pay Contractor as full consideration for the faithful performance of all of the Work the total amount of _____ Dollars (\$_____.00) ("Compensation"), which is made a part of this Contract.
- 5.2 Contractor must furnish City with an invoice for the Work performed in accordance with the Contract Documents. Contractor may not submit invoices more often than once every 30 days.
- 5.3 City will review each invoice and determine whether the Work performed is accordance with the Contract Documents. The Director may require Contractor to provide a release of all undisputed Agreement amounts contained in the invoice.
- 5.4 If City disputes any item on an invoice, City will give Contractor notice stating, the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.
- 5.5 Except as to any charges for the Work performed that the City disputes, City will cause Contractor to be paid within 30 days of the date of the invoice or the date that Contractor furnishes City with a release of all undisputed Agreement amounts, whichever occurs later.
- 5.6 In the event there is any claim specifically excluded by Contractor from the operation of any release, City may retain an amount not to exceed the amount of the excluded claim.
- 5.7 Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the Contract Documents, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
- 5.8 City shall retain five percent (5%) of said contract price until said time as the provisions of Section 19 herein have been met.

Section 6. Labor Code Requirements.

- 6.1 Contractor acknowledges that under California Labor Code sections 1810 and following, 8 hours of labor constitutes a legal day's work. Contractor will forfeit as a penalty to City the sum of \$25.00 for each worker employed in the execution of this Agreement by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813.)

- 6.2 Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Agreement will be made available upon request from the Director's office at 111 S. First Street, Alhambra California 91801.
- 6.3 Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.)
- 6.4 Contractor, and any subcontractor engaged by Contractor, must pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.
- 6.5 Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor may forfeit as a penalty to City up to \$50.00 for each worker employed in the execution of the Agreement by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.
- 6.6 Nothing in this Agreement prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

Section 7. Federal Requirements.

- 7.1 Notwithstanding any other provision of this Agreement, if the construction work covered under this Agreement is financed in whole or in part with assistance provided under a program of the U.S. Department of Housing and Urban Development or some other source of Federal funding, Contractor shall also comply with and cause its subcontractors to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276 et seq.). The Davis-Bacon Act requires the payment of wages to all laborers and mechanics at a rate not less than the minimum wage specified by the Secretary of Labor in the periodic wage rate determinations as described in the Federal Labor Standards Provisions (HUD-4010) available from the Agency's Compliance Division. If Contractor is required to comply with the Davis-Bacon Act, Contractor shall pay the higher of Davis-Bacon Act or state prevailing wages, on a trade-by-trade basis.

- 7.2 By entering into this Agreement, Contractor certifies that it is not a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or if HUD funds are involved, to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. Contractor agrees to include, or cause to be included, the above provision, to be applicable to contractors and subcontractors, in each contract and subcontract for work covered under this Agreement.
- 7.3 Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 7.4 The City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents papers and records of the Contractor and any subcontractors which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions. Contractor shall maintain all required records for three years after City makes final payments and all other pending matters are closed.
- 7.5 Contractor shall comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. §874, as supplemented in Department of Labor regulations. (29 C.F.R. part 3.)
- 7.6 Contractor shall ensure compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327 – 33, as supplemented by Department of Labor regulations. See 29 C.F.R. part 5.
- 7.7 Contractor and any subcontractors must comply with Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulations. (41 C.F.R. part 3.)
- 7.8 If the Compensation exceeds \$100,000, Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency (EPA) regulations, which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. (See e.g. 47 C.F.R. §18.36(i)(12).)
- 7.9 If the Compensation exceeds \$100,000 for construction or facility improvements, Contractor must observe the building requirements contained in Attachment B of OMB Circular A-110.

Section 8. Non-Discrimination.

- 8.1 Contractor shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this Agreement and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

- 8.2 Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, *et seq.*), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Contractor hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the City in connection therewith.

Section 9. General Legal Compliance.

- 9.1 In performing the Work, Contractor must comply with all applicable statutes, laws and regulations, including, but not limited to, OSHA requirements and the Alhambra Municipal Code.
- 9.2 Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law, including, without limitation, any business license tax imposed by City.
- 9.3 Contractor must maintain a valid California Contractor's License throughout the term of this Contract.

Section 10. Clayton and Cartwright Act Assignments. In entering into this Agreement or a contract with a subcontractor to supply goods, services, or materials pursuant to this Agreement for the Project, Contractor and any or subcontractor is deemed to have offered and agreed to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time City tenders final payment to Contractor, without further acknowledgement by the Parties.

Section 11. Hazardous waste and unknown conditions.

- 11.1 Contractor shall, without disturbing the condition, notify City in writing as soon as Contractor, or any of Contractor's subcontractors, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
- 11.1.1 The presence of any material that the Contractor believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
- 11.1.2 Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
- 11.1.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.

- 11.2 Pending a determination by City of appropriate action to be taken, Contractor shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- 11.3 City shall promptly investigate the reported conditions. If City, through its Director or director's designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, then City shall issue a change order.
- 11.4 In the event of a dispute between City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

Section 12. Independent Contractor. Contractor is and will at all times remain as to City a wholly independent contractor. Neither the City nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of City.

Section 13. Warranty & Guarantee

- 13.1 New Materials. Contractor guarantees that all materials and equipment furnished will be new unless otherwise specified in the Contract Documents.
- 13.2 One Year Guarantee. Contractor guarantees all materials and equipment furnished and Work performed for a period of one (1) year from the date of substantial completion is free from all defects due to faulty materials or workmanship. Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damage to other property, whether real or personal. The City will give notice of observed defects with reasonable promptness. If Contractor fails to make such repairs, or other Work that may be made necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred, plus 10% for administrative expenses. The Performance Bond shall remain in full force and effect through the guarantee period. Contractor shall execute the Public Improvement Warranty attached hereto and incorporate hereon by this reference as Attachment "A."

Section 14. Bonds. Contractor shall provide a payment bond consistent with the terms of this section and City may not waive this requirement. Contractor shall also provide a performance bond consistent with the terms of this section, unless City waives such requirement in writing. Each bond shall (1) be in writing; (2) signed by at least one admitted surety insurer under oath; (3) if a bond is signed by more than one surety insurer, include a statement that the sureties are jointly and severally liable on the obligations required hereunder; (4) list the address at which the principal and

surety/sureties may be served with notices, papers, and other documents under this chapter; (5) be in the form of a bond and not in a deposit in lieu of a bond; (6) be consistent with any other requirements of the City that reasonably relate to a guarantee that the project will be completed at no cost to the City.

14.1 **Payment Bond.** Contractor shall furnish and file with City a bond in the sum of one hundred percent (100%) of the Compensation. Consistent with Civil Code § 3248, the bond shall provide that if the Contractor or any subcontractors hired by Contractor fails to pay (1) any of the persons named in Civil Code § 3181; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under this Agreement; or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Unemployment Insurance Code §13020 with respect to the work and labor that the sureties will pay for the same, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court. The bond shall, by its terms, inure to the benefit of any of the persons named in Civil Code § 3181 so as to give a right of action to those persons or their assigns in any suit brought upon the bond. The bond provided under this section shall be released by written authorization of the City Engineer at the completion of the one year warranty period described in section 13.2, above, provided that Contractor is not in default on any provision of this Agreement.

14.2 **Performance Bond.** Contractor shall provide City with a bond in the sum of one hundred percent (100%) of the Compensation to guarantee the completion of the Work, to protect City if Developer is in default of this Agreement, and to secure Contractor's one-year guarantee and warranty. The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, provided that Contractor is not in default on any provision of this Agreement. All security provided under this section shall be released at the end of the warranty period described in section 13.2, above, provided that Contractor is not in default on any provision of this Agreement.

Section 15. Bonds. Contractor, before commencing said Project, shall furnish and file with City a bond, or bonds, in a form satisfactory to the City, in the sum of one hundred percent (100%) of the contract price thereof conditioned upon the faithful performance of this Agreement and upon the payment of all labor and materials furnished in connection with this contract.

Section 16. Indemnification.

16.1 Contractor agrees to indemnify, defend and hold harmless City from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which City may suffer or incur or to which City may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of any negligent or willfully wrongful acts or omissions of Contractor, its officers, employees, agents, or subcontractors committed in performing any Work under this Contract.

16.2 If any action or proceeding is brought against City by reason of any of the matters against which Contractor has agreed to indemnify City as provided above, City need

not have first paid for any of the matters to which City is entitled to indemnification in order to be so indemnified.

- 16.3 For the purposes of this section, "City" includes City's officers, officials, employees and agents.
- 16.4 The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.
- 16.5 In the event of any Claim made against City, City may, in its sole discretion, reserve, retain or apply any funds due to Contractor under this Agreement for the purpose of resolving such Claim.
- 16.6 The provisions of this section will survive the expiration or earlier termination of this Agreement.

Section 17. Insurance. Contractor shall not commence work under this Agreement until Contractor shall have obtained all insurance required by the Contract Documents and such insurance shall have been approved by City as to form, amount and carrier, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

- 17.1 Compensation Insurance. Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. If any class of employees engaged in work under this Agreement at the site of the Project is not protected under any Workers' Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify City for any damage resulting to it from failure of either Contractor or any subcontractor to take out or maintain such insurance.
- 17.2 Comprehensive General Liability, Products/ Completed Operations Hazard, Comprehensive Automobile Liability and Contractual General Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect City, its elective and appointive boards, officers, agents and employees, Contractor, and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Contractor's or any subcontractor's operations under this contract, whether such operations be by Contractor or by any subcontractor, or by anyone directly or indirectly employed by either Contractor or any subcontractor, and the amounts of such insurance shall be as follows:
 - 17.2.1 Public Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000);
 - 17.2.2 Products/Completed Operations Hazard Insurance in an amount of not less than One Million Dollars (\$1,000,000);

17.2.3 Comprehensive Automobile Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000);

17.2.4 Contractual General Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000).

A combined single limit policy with aggregate limits in an amount of not less than Two Million Dollars (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth hereinabove.

17.3 Proof of Insurance. The insurance required by this Agreement shall be with insurers which are Best A+ rated, and California Admitted or better. The City of Alhambra shall be named as "additional insured" on all policies required hereunder, and Contractor shall furnish City, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give City at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of the contract.

17.4 Notice to Commence Work. The City will not issue any notice authorizing Contractor or any subcontractor to commence work under this contract until Contractor has provided to the City the proof of insurance as required by subparagraph (c) of this article.

17.5 Failure to Maintain Required Insurance. If Contractor, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the Director may obtain such coverage at Contractor's expense and deduct the cost from the sums due Contractor.

17.6 Effect of Coverage. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Contractor's indemnity obligations under this Contract. Contractor acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to City in excess of the limits and coverage required by this Contract, and which is applicable to a given loss, must be made available to City to compensate it for such losses.

Section 18. Liquidated Damages. The parties agree that it would be impractical and extremely difficult to fix the actual damages to the City in the event the Project is not commenced and/or completed on or before the dates specified for commencement and completion of the Project in the Contract Documents. The parties have considered the facts of a breach of this Agreement and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the City in the event such work is not begun and/or completed and accepted by the times so specified in the Contract Documents, the sum of _____ (\$____.00) shall be presumed to be the amount of damages suffered by the CITY for each day's delay in the starting and/or completion and acceptance of said Project after the dates specified in the Contract Documents for the start and/or completion thereof, and Contractor hereby agrees to pay said sum of _____ (\$____.00) as liquidated damages for each day of delay in the starting and/or completing and acceptance of said Project beyond the dates specified in the Contract Documents. Any and all such liquidated damages assessed shall be done so in accordance with that certain edition of the *Standard*

Specification for Public Works Construction currently in effect on the execution date of this Contract.

Contractor,

CITY OF ALHAMBRA

by _____
President

by _____
Mayor

by _____
Secretary

by _____
Lauren Myles, Acting City Clerk

Section 19. Notice of Completion. Upon completion of Project and acceptance of same by the City Council, the City Clerk shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of City shall release the funds retained pursuant to Section 5; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

Section 20. Notice.

20.1 All written notices required or permitted to be given under this Agreement will be deemed made when received by the other Party at its respective address as follows:

To City: City of Alhambra

111 South First Street
Alhambra, California 91801
Attention: _____
(Tel.) 626-_____
(Fax) 626-_____

To Contractor: _____

Attention: _____
(Tel.) - _____
(Fax) - _____

20.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

20.3 Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 21. Termination

- 21.1 Except as otherwise provided, City may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.
- 21.2 Contractor may terminate this Agreement upon providing written notice to City at least thirty (30) days before the effective termination date, or, if within twenty-nine (29) days of the effective termination date, if it provides fifteen (15) days written notice of circumstances beyond the control of Contractor.
- 21.3 Should the Agreement be terminated pursuant to this Section, City may procure on its own terms services similar to those terminated.
- 21.4 By executing this document, Contractor waives any and all claims for damages that might otherwise arise from City's termination under this Section.
- 21.5 If City takes over the Work as provided in this Section, City may, without liability for so doing, take possession of, and utilize in completing the Work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.

Section 22. Project Documents. All data, drawings, maps, models, notes, photographs, reports, studies and other documents (collectively, "Project Documents") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Agreement will become the sole property of City. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to City in its possession, but may retain copies of any of the Project Documents it may desire.

Section 23. General Provisions.

- 23.1 Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations.
- 23.2 Assignment. Contractor may not assign this Agreement without the prior written consent of City, which consent may be withheld in the City's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.
- 23.3 Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.
- 23.4 Integrated Contract. This Agreement, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Agreement and supersedes all other agreements or understandings, whether oral or written, between Contractor and City prior to the execution of this Contract.
- 23.5 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Contractor and by the City Council or City Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 23.6 Counterparts and Facsimile Signatures. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which,

when taken together, constitute one and the same instrument. Amendments to this Agreement will be considered executed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.

- 23.7 Waiver. Waiver by any Party of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by City of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.
- 23.8 Interpretation. This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 23.9 Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.
- 23.10 Venue. In the event of litigation between the parties, venue in state trial courts will be in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue will be in the Central District of California, in Los Angeles.

[signatures on following page]

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES of the Parties have executed this Agreement as follows:

CITY

CITY OF ALHAMBRA, a charter law city

ATTEST:

by _____
_____, Mayor

Lauren Myles, Acting City Clerk

CONTRACTOR

[contractor's name]

by _____

Print Name

Officer Title (President, VP)

By _____

Print Name

Officer Title (Treasurer, Secretary)

APPROVED AS TO FORM:

JOSEPH M. MONTES, City Attorney

ATTACHMENT A

PUBLIC IMPROVEMENTS WARRANTY

On _____, 200__, the City of Alhambra ("City:") accepted as complete and meeting the standards of City, the following public improvement(s):

_____, built and constructed by or for
_____, ("Contractor")

Contractor hereby warrants and guarantees the aforementioned public improvements as to the material used and workmanship performed for a period of one (1) year following the date set forth above.

In the event of a defect, malfunction, or failure to conform to the improvement specifications and all applicable local standards, the Contractor shall repair or replace said improvements at Contractor's own and sole expense within a reasonable time from notice of the defect from City. Should Contractor fail to cure any defect within a reasonable period of time, Contractor agrees to reimburse City for any and all costs of City's efforts to cure any defect once City has provided notice to the Contractor of the defect and the City's intent to cure such defect.

Should litigation be necessary to enforce the provisions of this warranty, the prevailing party shall be entitled to reimbursement for attorneys fees and court and related costs.

Executed at _____, California, on the day and year first written above.

CONTRACTOR

By: _____
Signature

By: _____
(Typed Name)

Its: _____
Title

By: _____
Signature

By: _____
(Typed Name)

Its: _____
Title

[NOTARY REQUIRED]

**FAITHFUL PERFORMANCE BOND FOR BID NO. N2M16-192
MISSION ROAD: GARFIELD AVE TO WEST CITY LIMITS ROAD REHABILITATION
IN THE CITY OF ALHAMBRA**

KNOW ALL MEN BY THESE PRESENTS that _____, as
CONTRACTOR and _____, as
SURETY, are held and firmly bound unto the City of Alhambra, in the penal sum of _____ dollars (\$ _____),
which is 100 percent of the total contract amount for the above stated project, for the
payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and
severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has
been awarded and is about to enter into the annexed Contract with the City of Alhambra for
the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under
the contract documents in the manner and time specified therein, then this obligation shall be
null and void, otherwise it shall remain in full force and effect in favor of the City of Alhambra;
provided that any alternations in the obligations or time for completion made pursuant to the
terms of the contract documents shall not in any way release either CONTRACTOR or
SURETY, and notice of such alternations are hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals
this ____ day of _____, 2016.

CONTRACTOR*

SURETY*

* Provide CONTRACTOR/SURETY name, address and telephone number and the name,
title, address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 2016.

NOTARY PUBLIC

MATERIAL AND LABOR BOND FOR BID NO. N2M16-192

**MISSION ROAD: GARFIELD AVE TO WEST CITY LIMITS ROAD REHABILITATION
IN THE CITY OF ALHAMBRA**

KNOW ALL MEN BY THESE PRESENTS that _____,
_____, as
CONTRACTOR and _____, as SURETY, are held and
firmly bound unto the City of Alhambra, in the penal sum of _____
dollars (\$ _____), which is 100 percent
of the total contract amount for the above stated project, for the payment of which sum,
CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these
presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has
been awarded and is about to enter into the annexed Contract with the City of Alhambra for
the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under
the contract documents in the manner and time specified therein, then this obligation shall be
null and void, otherwise it shall remain in full force and effect in favor of the City of Alhambra;
provided that any alternations in the obligations or time for completion made pursuant to the
terms of the contract documents shall not in any way release either CONTRACTOR or
SURETY, and notice of such alternations are hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals
this ____ day of _____, 2016.

CONTRACTOR*

SURETY*

* Provide CONTRACTOR/SURETY name, address and telephone number and the name,
title, address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 2016.

NOTARY PUBLIC

SECTION E - FEDERAL REQUIREMENTS

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

ALL BIDDERS:

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

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

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

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

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

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

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

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS
DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____ City of Alhambra _____ 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:

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results
<hr/>		
<hr/>		

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____ City of Alhambra _____ 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.):

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

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

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

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

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

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

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

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

H. 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
<hr/>		
<hr/>		
<hr/>		

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

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

ATTACHMENT C 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, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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.

ATTACHMENT D NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of _____
DEPARTMENT OF PUBLIC WORKS.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note:

The

above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

ATTACHMENT E 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, and 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.

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

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

ATTACHMENT F 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 accordance with its instructions.

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

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

ATTACHMENT G DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

- a. contract
 b. grant
 c. cooperative agreement
 d. loan
 e. loan guarantee
 f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
 b. initial award
 c. post-award

3. Report Type:

- a. initial
 b. material change

For Material Change Only:

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

- Prime Subawardee
Tier _____, if known

Congressional District, if known

6. Federal Department/Agency:

8. Federal Action Number, if known:

10. a. Name and Address of Lobby Entity

(If individual, last name, first name, MI)

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

7. Federal Program Name/Description:

CFDA Number, if applicable _____

9. Award Amount, if known:

b. Individuals Performing Services

(including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ actual planned

12. Form of Payment (check all that apply):

- a. cash
 b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply)

- a. retainer
 b. one-time fee
 c. commission
 d. contingent fee
 e. deferred
 f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

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

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter

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

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

ATTACHMENT H SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Meet the DBE goal shown in the Notice to Bidders 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

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

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

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

DBE Commitment Submittal

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

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

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

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

If you do not submit the DBE Commitment form within the specified time, the Agency finds your bid nonresponsive.

Good Faith Efforts Submittal

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

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

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

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

The agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the goal.

ATTACHMENT I SECTION 3. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address: **[Agency to provide information]**

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

The contract shall be executed by the successful bidder and shall be returned together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: **[Agency to provide detailed information if this paragraph is used]**

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

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work" in Section 8-1.06 "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within 30 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of Alhambra.

This work shall be diligently prosecuted to completion before the expiration of 120 WORKING DAYS beginning on the 30 calendar day after approval of the contract.

(INSERT AMOUNT OF LIQUIDATED DAMAGES)

The Contractor shall pay to the City of Alhambra the sum of \$ 1,000 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

ATTACHMENT J SUBCONTRACTOR AND DBE RECORDS

Required for ALL construction contracts administered under the Caltrans Standard Specifications

5-1.1 SUBCONTRACTOR AND DBE RECORDS

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

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

Maintain records including:

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

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

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

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

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

ATTACHMENT K PERFORMANCE OF SUBCONTRACTORS

5-1.2 PERFORMANCE OF SUBCONTRACTORS

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

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

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

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

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

1. 1 or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

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

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

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

ATTACHMENT L SUBCONTRACTING

5-1.3 SUBCONTRACTING

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

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

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

Each subcontract must comply with the contract.

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

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>

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

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

5-1.4 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

5-1.5 FEDERAL REQUIREMENTS (AMERICAN RECOVERY AND REINVESTMENT ACT)

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

SEC. 902. ACCESS OF GOVERNMENT ACCOUNTABILITY OFFICE.

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

Under ARRA of 2009, 9 USC § 1515(a):

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

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

Immediately notify the Engineer if you have been contacted by the U.S. Comptroller, Inspector General, or their representatives. Used in projects with ARRA Federal-aid funds.

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

5-1.6 MONTHLY EMPLOYMENT REPORT (AMERICAN RECOVERY AND REINVESTMENT ACT)

For the purpose of complying with the American Recovery and Reinvestment Act of 2009, submit a completed Monthly Employment Report form by the fifth of each month for the previous month. For the form, go to: <http://www.dot.ca.gov/hq/construc/forms/cem1204.pdf>

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

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

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

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

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

If your company does not have a D-U-N-S number, you can obtain one by contacting Dun & Bradstreet at:

<http://dnb.com/us/>

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

ATTACHMENT M BUY AMERICA REQUIREMENTS

5-1.7 BUY AMERICA REQUIREMENTS. -- Attention is directed to the “Buy America” requirements of the Title 23 United States Code, Section 313 and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing,

painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the “Buy America” requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, Certificates of Compliance, of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein. The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

General Decision Number: CA160033 11/11/2016 CA33

Superseded General Decision Number: CA20150033

State: California

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

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	01/22/2016
3	02/19/2016
4	02/26/2016
5	03/04/2016
6	04/01/2016
7	05/20/2016
8	07/08/2016
9	07/22/2016
10	07/29/2016
11	08/12/2016
12	08/26/2016
13	09/16/2016
14	10/28/2016
15	11/11/2016

ASBE0005-002 07/04/2016

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 38.37	20.13
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 26.15	17.31

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 18.38	10.82

BOIL0092-003 10/01/2012

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

* BRCA0004-007 05/01/2016

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 39.01	15.55

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2016

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.45	11.38
TILE FINISHER.....	\$ 24.53	4.19
TILE LAYER.....	\$ 35.89	8.55

BRCA0018-010 09/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	10.34
TERRAZZO WORKER/SETTER.....	\$ 33.63	11.13

CARP0409-001 07/01/2015

	Rates	Fringes
CARPENTER (1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 39.83	11.58
(2) Millwright.....	\$ 40.90	11.58
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 40.53	11.58

(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.58
(5) Sawfiler.....	\$ 37.44	11.58
(6) Scaffold Builder.....	\$ 28.55	11.58
(7) Table Power Saw Operator.....	\$ 37.45	11.58

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

 CARP0409-002 07/01/2008

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

Amounts in "Rates" column are per day

 CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 40.40	15.03
STOCKER/SCRAPPER.....	\$ 10.00	7.17

 CARP0409-008 08/01/2010

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

 ELEC0011-004 08/01/2016

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....	\$ 41.45	27.96
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV, and Underground Systems)		
Journeyman Transportation Electrician.....	\$ 41.45	27.96
Technician.....	\$ 31.09	27.65

FOOT NOTE:

CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.
 TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals, including

electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical, telephone, cable television and communication systems. Pulling, termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/cable.

TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

 * ELEC0011-005 08/01/2016

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 30.73	14.00
Technician.....	\$ 30.10	12.48

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems
Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems

- 1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
- 2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC1245-001 06/01/2015

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 52.85	52.85	15.53
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 42.21	42.21	14.32
(3) Groundman.....\$ 32.28	32.28	14.03
(4) Powderman.....\$ 47.19	47.19	14.60

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

ELEV0018-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 49.90	49.90	28.38

FOOTNOTE:

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

ENGI0012-003 07/01/2016

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....\$ 39.95	39.95	23.35
GROUP 2.....\$ 40.73	40.73	23.35
GROUP 3.....\$ 41.02	41.02	23.35

GROUP 4.....	\$ 42.51	23.35
GROUP 5.....	\$ 41.86	23.35
GROUP 6.....	\$ 41.83	23.35
GROUP 8.....	\$ 42.84	23.35
GROUP 9.....	\$ 42.19	23.35
GROUP 10.....	\$ 42.96	23.35
GROUP 11.....	\$ 42.31	23.35
GROUP 12.....	\$ 43.13	23.35
GROUP 13.....	\$ 43.23	23.35
GROUP 14.....	\$ 43.26	23.35
GROUP 15.....	\$ 43.34	23.35
GROUP 16.....	\$ 43.46	23.35
GROUP 17.....	\$ 43.63	23.35
GROUP 18.....	\$ 43.73	23.35
GROUP 19.....	\$ 43.84	23.35
GROUP 20.....	\$ 43.96	23.35
GROUP 21.....	\$ 44.13	23.35
GROUP 22.....	\$ 44.23	23.35
GROUP 23.....	\$ 44.34	23.35
GROUP 24.....	\$ 44.46	23.35
GROUP 25.....	\$ 44.63	23.35

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 43.20	22.15
GROUP 2.....	\$ 43.98	22.15
GROUP 3.....	\$ 44.27	22.15
GROUP 4.....	\$ 44.41	22.15
GROUP 5.....	\$ 44.63	22.15
GROUP 6.....	\$ 44.74	22.15
GROUP 7.....	\$ 44.86	22.15
GROUP 8.....	\$ 45.03	22.15
GROUP 9.....	\$ 45.20	22.15
GROUP 10.....	\$ 46.20	22.15
GROUP 11.....	\$ 47.20	22.15
GROUP 12.....	\$ 48.20	22.15
GROUP 13.....	\$ 49.20	22.15

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35
GROUP 3.....	\$ 42.87	23.35
GROUP 4.....	\$ 43.01	23.35
GROUP 5.....	\$ 43.23	23.35
GROUP 6.....	\$ 43.34	23.35
GROUP 7.....	\$ 43.46	23.35

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator

operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

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

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

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

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

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

operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

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

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

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

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

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

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

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

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

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

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

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar

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

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

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

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

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

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

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

repair; Tugger hoist operator (3 drum)

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

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

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

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator

(Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow

the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60

(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

IRON0377-002 07/01/2016

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 28.33	20.64
Ornamental, Reinforcing and Structural.....	\$ 34.75	29.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

LABO0300-001 07/01/2016

	Rates	Fringes
Brick Tender.....	\$ 30.52	18.56

LABO0300-003 07/04/2016

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 38.09	19.07
GROUP 2.....	\$ 38.41	19.07
GROUP 3.....	\$ 38.87	19.07
GROUP 4.....	\$ 39.56	19.07
LABORER		
GROUP 1.....	\$ 32.34	19.07
GROUP 2.....	\$ 32.89	19.07
GROUP 3.....	\$ 33.44	19.07
GROUP 4.....	\$ 34.99	19.07
GROUP 5.....	\$ 35.34	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader,

piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic,

conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

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

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0300-005 01/01/2016

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 30.43	16.07

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

LABO0345-001 07/03/2016

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 37.89	20.50
GROUP 2.....	\$ 36.94	20.50
GROUP 3.....	\$ 33.40	20.50

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/04/2016

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 33.65	13.95
(2) Vehicle Operator/Hauler.	\$ 33.82	13.95
(3) Horizontal Directional Drill Operator.....	\$ 35.67	13.95
(4) Electronic Tracking Locator.....	\$ 37.67	13.95
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 34.86	17.03
GROUP 2.....	\$ 36.16	17.03
GROUP 3.....	\$ 38.17	17.03
GROUP 4.....	\$ 39.91	17.03

LABORERS - STRIPING CLASSIFICATIONS

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

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

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system

installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

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

LABO1414-001 08/03/2016

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 31.60	19.28
PLASTER TENDER.....	\$ 34.15	19.28

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

PAIN0036-001 07/01/2015

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 27.29	12.83
(2) All Other Work.....	\$ 30.72	12.83

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

PAIN0036-006 10/01/2015

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395.....	\$ 32.05	16.82
Remainder of Los Angeles County.....	\$ 36.18	16.82

PAIN0036-015 06/01/2016

	Rates	Fringes
GLAZIER.....	\$ 41.70	21.13

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 05/01/2016		
	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.10	14.06

PLAS0200-009 08/05/2015		
	Rates	Fringes
PLASTERER.....	\$ 38.44	13.77

PLAS0500-002 07/01/2016		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 33.30	23.33

PLUM0016-001 07/01/2016		
	Rates	Fringes
PLUMBER/PIPEFITTER		
Plumber and Pipefitter		
All other work except		
work on new additions and		
remodeling of bars,		
restaurant, stores and		
commercial buildings not		
to exceed 5,000 sq. ft.		
of floor space and work		
on strip malls, light		
commercial, tenant		
improvement and remodel		
work.....	\$ 47.19	21.41
Work ONLY on new additions		
and remodeling of bars,		
restaurant, stores and		
commercial buildings not		
to exceed 5,000 sq. ft. of		
floor space.....	\$ 45.73	20.43
Work ONLY on strip malls,		
light commercial, tenant		
improvement and remodel		
work.....	\$ 35.69	18.76

PLUM0345-001 07/01/2014		
	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 29.27	19.75
Sewer & Storm Drain Work....	\$ 33.24	17.13

ROOF0036-002 08/01/2015		
	Rates	Fringes
ROOFER.....	\$ 35.07	14.40

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

SFCA0669-013 04/01/2016

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 37.32	20.27

SFCA0709-005 07/01/2015

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 42.93	24.04

SHEE0105-002 07/01/2016

LOS ANGELES (South of a straight line between gorman and Big Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER (1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	\$ 24.76	9.51
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment.....	\$ 41.86	26.88

SHEE0105-003 07/01/2016

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER (1) Commercial - New Construction and Remodel work.....	\$ 41.86	26.88
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal		

work, excluding A-C,
 heating, ventilating
 systems for human comfort...\$ 41.86 26.88

 SHEE0105-004 07/01/2016

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North
 of a straight line drawn between Gorman and Big Pines including
 Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 31.69	26.21

 * TEAM0011-002 08/01/2016

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 29.09	26.39
GROUP 2.....	\$ 29.24	26.39
GROUP 3.....	\$ 29.37	26.39
GROUP 4.....	\$ 29.56	26.39
GROUP 5.....	\$ 29.59	26.39
GROUP 6.....	\$ 29.62	26.39
GROUP 7.....	\$ 29.87	26.39
GROUP 8.....	\$ 30.12	26.39
GROUP 9.....	\$ 30.32	26.39
GROUP 10.....	\$ 30.62	26.39
GROUP 11.....	\$ 31.12	26.39
GROUP 12.....	\$ 31.55	26.39

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
 El Centro Naval Facility, Fort Irwin, Marine Corps
 Logistics Base at Nebo & Yermo, Mountain Warfare Training
 Center, Bridgeport, Point Arguello, Point Conception,
 Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2
 axles; Traffic control pilot car excluding moving heavy
 equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3
 axles; Boot person; Cement mason distribution truck; Fuel
 truck driver; Water truck - 2 axle; Dump truck, less than
 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete
 truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire
 person (\$0.50 additional for tire person); Pipeline and
 utility working truck driver, including winch truck and
 plastic fusion, limited to pipeline and utility work;
 Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,

6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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

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

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

Union Rate Identifiers

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

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

this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

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).

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).

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.

contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

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."

2. EEO Officer: The contractor will designate and make known to the

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

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour

Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her

correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of

Compliance" required by paragraph 3.b.(2) of this section.

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress.

expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

protect property in connection with the performance of the work covered by the contract.

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

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

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

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

or both."

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered

transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

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

participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

12. FEMALE AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS

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: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	16.1
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8

179	Fresno-Bakersfield, CA	
	SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern 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	11.9
	CA Orange	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura	
	6780 Riverside-San Bernardino-Ontario, CA	19.0
CA Riverside; CA San Bernardino		
7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7	
CA Santa Barbara		
Non-SMSA Counties	24.6	
	CA Inyo; CA Mono; CA San Luis Obispo	
181	San Diego, CA:	
	SMSA Counties 7320 San Diego, CA	16.9
	CA San Diego	
	Non-SMSA Counties CA Imperial	18.2

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

1. FEDERAL TRAINEE PROGRAM

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

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

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

You have primary responsibility for meeting this training requirement.

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

Include these training requirements in your subcontract.

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

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

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

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

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

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

Do not employ as an apprentice or trainee an employee:

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

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

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

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

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

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

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

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:

- Contribute to the cost of the training
- Provide the instruction to the apprentice or trainee
- Pay the apprentice's or trainee's wages during the off-site training period

3. If you comply this section.

Each apprentice or trainee must:

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

Furnish the apprentice or trainee:

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

2. 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;

(b) and/or cancellation, termination or suspension of the Agreement, in whole or in part.

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

CEM-2402F (REV 02/2008)

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

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY		CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS				ESTIMATED CONTRACT AMOUNT \$	
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS		DATE WORK COMPLETE	DATE OF FINAL PAYMENT	
				NON-DBE	DBE			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
ORIGINAL COMMITMENT								
\$			TOTAL	\$	\$			
DBE								
List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.								

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

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

Copy Distribution-Caltrans contracts:

Original - District Construction

Copy- Business Enterprise Program

Copy- Contractor

Copy Resident Engineer

Copy Distribution-Local Agency contracts:

Original - District Local Assistance Engineer
(submitted with the Report of Expenditure)

Copy- District Local Assistance Engineer

Copy- Local Agency file

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

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

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

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

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

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

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

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

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

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

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

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

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

2402(F) are to be explained on the reverse side of the Form. Indicate in the Comment section that

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

CP-CEM-2403(F) (New. 10/99)

CONTACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPETITION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT

Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit.

Attach DBE certification/Decertification letter in accordance with the Special Provisions

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/DECERTIFICATION DATE Letter attached
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE
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TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE
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DISTRIBUTION Original copy -DLAE

Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

Form CP-CEM 2403(F) (New 10/99)

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a changed in Certification status during the course of the completion of the contract. The two situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes Certified as a DBE.

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

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

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

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

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

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

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

SPECIAL PROVISIONS

**BID NO. N2M16-192
FOR
MISSION ROAD: GARFIELD AVE TO WEST CITY LIMITS ROAD REHABILITATION
IN THE CITY OF ALHAMBRA**

DIVISION 1. STANDARD SPECIFICATIONS

SECTION A.

GENERAL

The General Conditions for this project shall be based on PART 1-GENERAL PROVISIONS of the Greenbook (Standard Specifications for Public Works Construction, latest edition), except as amended by the project specifications and contract documents, supplementary conditions, and/or other applicable contract documents.

In case of conflict between the Special Specifications included and special provisions included in the Appendix, the more stringent requirement shall apply, accept when the City makes an exception. The City has the right to make such exception at its discretion and the contractor shall provide reasonable cost discount if the City decides to implement the lesser stringent option.

NOTIFICATION

The Contractor shall notify the City of Alhambra and the owners of all utilities and substructures not less than 48 hours prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

CITY OF ALHAMBRA

Mary Chavez, Public Works Department	(626)570-5067
Denis Ahlen, Deputy Director of Utilities	(626)570-3274
Edward Wright, Traffic	(626)570-5067
Ali Cayir, City Engineer	(714)883-8677
Melissa Ramos, Deputy Director of Public Works	(626)570-3284

LEVEL 3 COMMUNICATIONS

Keith Osborne	(720)888-2774
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MCI

Beth Suebert	(972)729-6016
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SPRINT

Jack Fry	(949)225-2931
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CHARTER COMMUNICATIONS

Jesse Gonzales	(626)430-3570
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AT&T
Steve Gillespie (626)570-7193

AT&T LOCAL SERVICES (TCG)
Maria Guzman (213)787-0024

SOUTHERN CALIFORNIA EDISON COMPANY
Roy Liu (323)720-5260

SOUTHERN CALIFORNIA GAS COMPANY
Mike Dueñas (714)634-7265

UNDERGROUND SERVICE ALERT (800)422-4133

CITY HOLIDAYS

City offices are closed on the following days in 2016: half day New Years Eve, New Years Day; President’s Day; Memorial Day; Independence Day; Labor Day; Veteran’s Day; Thanksgiving (2 days), half day Christmas Eve and Christmas Day. During these holidays, inspections will not be available.

EMERGENCY INFORMATION

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

AS-BUILT DRAWINGS

Provide and record a complete “As Built” records set of blue line prints showing changes from the original drawings and specifications and the exact “As Built” locations, sizes and types of equipment. Prints for this purpose may be obtained from the City. Keep this set of drawings on the site and use only as a record set. Use these drawings as work progress sheets. With red pencil, make neat and legible annotations thereon as the work proceeds, showing the work as actually completed. Keep these drawings available at all times for inspection. Before the date of the final inspection, provide the “As Built” prints to the City. Please note, that failure to submit an “As Built” set of drawings as noted above will result in the retention payment being delayed.

DIVISION II. SPECIAL PROVISIONS

SECTION A. DESCRIPTION OF WORK

1. Scope of the Work covered by Contract Documents:

The work to be done consists, in general, of furnishing all labor, materials, tools, equipment and incidental for the construction, complete in place of those items as shown on the bid set of drawings (or amended drawings) as included in these Special Technical Provisions.

2. Contractors Duties:

Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities, which bear on performance of work.

3. Contracts:

Construct entire work under one contract with the City.

4. Allotted Working Space:

The contractor shall be responsible for storing his materials and equipment and to use as work yard as necessary. The City will not allow keeping equipment, materials, vehicles, removed items, debris, etc within this space with no liability to the City. It shall be the responsibility of the Contractor to provide adequate fencing, security of the yard and equipment to the contractor's satisfaction, and to restore the assigned area to it's original, pre-use condition, or better, to the satisfaction of the City.

5. Acceptance of Site:

The Contractor shall accept the site and the character of the work as they exist on the first day of work under this contract.

6. Maintenance of Existing Plantings, Improvements and Facilities:

The Contractor shall protect and maintain all existing trees and shrubs (plantings) to remain from the first day of work under this contract to acceptance. In similar fashion, Contractor shall protect and maintain all improvements and facilities in place to remain from the first day of work under this contract to acceptance. Contractor shall notify the Public Works Director or his/her designee of any damage to any existing plantings, improvements or facilities as soon as practicable. Contractor shall replant or repair any damage to the satisfaction of the Public Works Director or his/her designee at no cost or extra burden to the City.

7. Survey and Layout:

Contractor shall verify all dimensions and shall report to the City Representative any

discrepancies before proceeding with related work. Contractor shall perform all survey and precise layout work to the satisfaction of the Public Works Director or his/her designee. Contractor shall establish final grades and extents for the improvements and preserve such work on as-built plans.

8. Limits of Work:

Limits of work shall be the legal property boundaries of the site unless modified by Contract limit lines indicated list of streets or as noted otherwise.

9. Work Routing Plan:

Due to the nature of work and the pre-existing site and community conditions, Contractor shall provide a suitable work routing plan which will allow for minimum impact on the surrounding neighborhood and community. The routing plan (as a minimum) shall provide for equipment movements, import and export route, staging areas, safety measures and devices, plus any mitigating efforts to be made during the course of construction.

SECTION B. GENERAL PROCEDURES

1. Specification and Drawings Complementary:

The Specifications and Drawings are Complementary, and what is called for in one shall be binding as if called for in both.

2. Order of Precedence of Contract Documents:

In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

- a. Contract
- b. Specifications
- c. Drawings

Within the Specifications the order of precedence is as follows:

- a. Addenda/Change Orders
- b. Special Specifications
- c. Instructions to Bidders
- d. Notice to Contractors
- e. Standard Drawings
- f. Referenced Standard Specifications

With reference to the Drawings the order of precedence is as follows:

- a. Figures govern over scaled dimensions

- b. Detail drawings govern over general drawings
- c. Addenda/Change Order drawings govern over Contract Documents
- d. Contract Documents govern over standard drawings
- e. Contract Drawings govern over shop drawings

3. Discrepancies in the Contract Documents:

Any discrepancies, conflicts, errors or omissions found in the Contract Document shall be promptly reported in writing to the Public Works Director or his/her designee, who will issue a correction in writing. The Contractor shall not take advantage of any such discrepancies, conflicts, errors or omissions, but shall comply with any corrective measures regarding the same prescribed by the Public Works Director or his/her designee, and no additional payment or time shall be allowed therefor, except as provided in the Standard Specifications.

If discrepancies are discovered, and no specific interpretation is issued prior to the bidding, the decision regarding this interpretation shall rest with the Public Works Director or his/her designee. The Contractor shall be compelled to act on the Public Works Director or his/her designee's decision as directed. In the event the installation is not in compliance with the direction of the Public Works Director or his/her designee, the installation shall be corrected by and at the expense of the Contractor at no additional cost to the City.

In case of such discrepancies, it is assumed that the bid included the cost for implementing/constructing the discrepancy that would have the highest dollar value.

4. Errors and Omissions:

If the Contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the City's field work, it shall immediately inform the Public Works Director or his/her designee. The Public Works Director or his/her designee shall promptly review the matter, and if he/she finds an error or omission has been made, he/she shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the City shall issue an appropriate Change Order. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at its risk unless authorized by the Public Works Director or his/her designee.

5. Changed Conditions:

The specification for the work describes conditions as they are believed by the Public Works Director or his/her designee to exist, but is not intended or to be inferred that the conditions constitute a representation by the City that such conditions are actually existent, nor shall the City be liable for any loss sustained by the Contractor as a result of any variance of the conditions and the actual conditions revealed during the progress of the work or otherwise. The word "conditions" as used in this paragraph includes, but is not limited to, site conditions, both surface and subsurface.

The Contractor shall examine the site, compare it with the specifications and shall satisfy itself as to the conditions under which the work is to be performed. The Contractor shall

ascertain and check the location of all existing structures, utilities and equipment which may affect its work. The Contractor shall be responsible to re-examine the site, as necessary, for performance of change orders or other proposed changes which may affect its work. No allowance shall subsequently be made on the Contractor's behalf for any extra expense or loss of time which incurred due to failure or negligence on its part to make such examination.

6. Construction Staking:

The Contractor shall be responsible for construction staking.

Unless otherwise provided in the special provision, lines and grades for the construction shall be the responsibility of the contractor, with the following provisions:

All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing these, and for the control of construction, shall be the responsibility of the Contractor. All such survey work including construction staking shall be done under the supervision of a California licensed Land Surveyor or authorized Civil Engineer. Staking shall be done on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the City Inspector. The Contractor shall be responsible for any error in the finished work, and shall notify the Engineer, in writing, within 24 hours of any discrepancies, or design errors during the construction staking.

Prior to the start of construction, any Survey Monuments and Bench Marks having direct conflict with the construction shall be referenced in the field and "corner records" shall be prepared and submitted by the supervising licensed Land Surveyor, to the Engineer, on certified official record forms for filing in the office of the County Surveyor. All the Survey Monuments and Bench Marks removed and/or altered during the construction shall be reset and certified "corner records" shall be submitted by the Land Surveyor, to the Engineer prior to the final acceptance of the construction.

Unless a separate bid item is provided, the payment for surveying, construction staking, setting of the Survey Monuments and Bench Marks, preparing corner records, professional services, office and field calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all the work involved, shall be considered as included in the items of work for which the surveying work is performed, and no additional compensation will be allowed.

7. Notice to Proceed:

Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The City's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the City to accept or pay for such work. The Contractor shall provide all required contract bonds and evidences of insurance prior to commencing work at the site.

8. Contract Time:

The Contractor shall submit evidence to the City that all materials have been purchased by the date indicated in the construction schedule in INSTRUCTIONS TO BIDDERS SECTION of these specifications. The date construction shall begin will be specified in a Notice to Proceed, by the date indicated in the construction schedule in INSTRUCTIONS TO BIDDERS SECTION of these specifications.

Except as otherwise provided in the Special Provisions, working hours in traffic lanes will be restricted to between the hours of 9:00 a.m. and 3:00 p.m., and, except as otherwise stated in the Special Provisions or approved by the Public Works Director or his/her designee, working hours for areas not affecting traffic are between 7:00 a.m. and 3:00 p.m. Monday through Friday, excluding legal holidays and weekends.

During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose acceptable quality or efficiency will be affected by any unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

9. Delay in Obtaining Materials:

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor either obtains advance written approval from the Public Works Director or his/her designee or obtains from the supplier and furnishes to the Engineer documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather conditions necessitating the cessation of work, or other similar action of the elements. The Contractor is required to order materials in a timely manner as specified in the "Instruction to Bidders".

10. Record Drawings

The Contractor shall maintain at the job site one (1) set of record drawings. At the end of each working day, the Contractor shall submit to the Inspector an accurate "as-built" drawing of any changes that occurred from the approved plans and drawings, including Change Order work, changed conditions in the field, and/or claimed extra work. The Contractor shall be responsible to obtain the Inspector's written approval of the accuracy of said drawing. No invoice will be accepted for processing until all work included therein is accurately shown on the record drawings.

11. Materials:

11.1 Material Specifications:

Whenever any material is specified by name and number thereof, such specifications shall be deemed to be used for the purpose of facilitating a description of the materials and establishing the quality of the materials to be used. All materials shall be new and the best

of their class and kind. No substitution will be permitted which has not been approved in writing by the Public Works Director or his/her designee.

11.2 Material List:

A complete material list shall be submitted prior to performing any work. Catalog data and full descriptive literature and manufacturer's specifications and installation instructions shall be submitted whenever the use of items different than those specified is requested.

The material list shall be submitted using the following sample layout (double spaced between each item).

Item No.	Description	Manufacturer	Model Number
1.	material	ABC Corp.	XXX

11.3 Approval of Substitutes:

Approval of any items, alternates or substitutes indicates only that the product(s) apparently meet the requirements of the drawings and specifications on the basis of the information and/or samples submitted.

11.4 Contractor's Responsibility:

Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility.

The Public Works Director or his/her designee, may at his or her option, require a manufacturer's warranty on any product offered for use.

12. Inspection and Testing:

All materials furnished and all work performed under the Contract shall be subject to review by the Public Works Director or his/her designee. Such review may include mill, plant, shop, nursery, or field inspection as required. The Public Works Director or his/her designee shall be permitted access to all parts of the work, including plants where materials are manufactured or fabricated, and shall be furnished with such materials, information and assistance by the Contractor and its subcontractors and suppliers as is required to make a complete and detailed inspection.

The City will provide standard progress building and public works inspection at no cost to the Contractor. Contractor shall arrange and pay for all other inspections required by ordinance or governing authorities, including tests in connection therewith, as may be assigned to it in other sections of the specifications.

Where required by the Building Code, specialty inspectors shall be provided by the City at no cost to the contractor. The Contractor shall request specialty inspector at least forty-eight (48) hours in advance of an anticipated inspection.

City shall perform compaction tests as required.

It shall be the Contractor's responsibility to obtain Inspection in a timely manner prior to proceeding with any phase of construction. The Contractor shall neither allow nor cause any of its work to be covered or enclosed until it has been inspected, tested and approved by the Public Works Director or his/her designee.

The Public Works Director or his/her designee will make, or have made, such inspections and tests as he deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract. In the event such inspections or tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Public Works Director or his/her designee, as well as the cost of the subsequent re-inspection and re-testing. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the work nor relieve the Contractor from compliance with the terms of the Contract.

Standard progress building and public works inspections shall be requested by the Contractor at least twenty-four (24) hours in advance of an anticipated inspection.

Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the City and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the authority of the Public Works Director or his/her designee shall, upon order of the City Engineer, be uncovered to the extent required, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement.

13. Project Schedule:

13.1 The Contractor shall submit a Construction Schedule to the Public Works Director or his/her designee prior to beginning construction. No work may be started until the Schedule has been approved in writing. The work shall be scheduled to assure that construction will be completed within the specified time. The Contractor shall be held responsible for coordination of all phases of the operation so that the time schedule can be met.

13.2 If the Contractor desires to make a major change in its method or operations after commencing construction or if its Schedule fails to reflect the actual progress, the Contractor shall submit to the Public Works Director or his/her designee a revised Construction Schedule. Said Schedule shall be submitted in advance of beginning revised operations or within two (2) working days after notification by the Public Works Director or his/her designee, as appropriate. The Public Works Director or his/her designee may suspend all progress payments if the Contractor fails to comply.

14. Markup:

Section 3-3.2.3 (a) of the Standard Specifications hereby is supplemented by the following:

For extra work and change orders the following percentages shall apply:

A. LABOR COSTS

1. Labor markup for employer taxes standard federal/state rates, approximately 7.5%
2. Labor markup for fringe benefits (if fringe benefits are not included in the labor cost 7.5%)
3. Labor overhead and profit markup 10%

B. MATERIAL, EQUIPMENT, SUBCONTRACTOR COSTS

Only 5% markup by prime contractor will be allowed on materials, equipment and subcontractor costs. No other additional markups (overhead, profit, etc.) will be allowed.

C. After the total amount is established by adding the above items, an additional 2% markup for INSURANCE AND BONDING COSTS will be allowed.

The subcontractor costs shall be established using the same cost accounting principal above.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel, and other vehicles and/or equipment present at the job site but not directly used in actual construction activities. Incidental movements of labor, materials, supplies or equipment shall not be considered as use in actual construction activities. These costs shall not be reported as labor or equipment elsewhere, except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

The City shall not pay for the cost of foremen or vehicles used by foremen unless authorized in advance by the Engineer.

SECTION C. REMOVALS AND GRADING

1. Removals

- 1.1 All material removed from the project shall be disposed of by the Contractor in an acceptable manner in an area approved by the City Engineer. The Contractor shall strictly adhere to the requirements of Section 300-1.3.1 and 300-2.6 of the Standard Specifications to avoid, to the fullest extent possible, contamination of any drainage system. Removals shall include, but not be limited to, all excess excavation material, trees and plants, debris, interfering portions of curb, gutters, P.C.C. and asphalt concrete (including base, where applicable), pipes, traffic signals and appurtenances, and miscellaneous items as shown on the Plan.
 - a. Contractor shall not start any removal work unless it is prepared to perform reconstruction work within 24 hours of the time removals were begun, unless otherwise approved by the Engineer.
 - b. Contractor shall not remove on-site improvements until it is prepared to construct adjacent street section and shall promptly restore all such improvements as applicable, upon completion of the adjacent street work.

- 1.2 A.C. and P.C.C. Pavement and P.C.C. Curb and/or Gutter, Walk and Driveways. Unless otherwise specified on Plans, all improvements to be removed must be sawcut. Complete removal of base shall be included as part of the removal of these items and shall be included in the bid price therefore. Existing base may be reused if it conforms to the requirements of the Standard Specifications.
- 1.3 Miscellaneous Removals and Relocations. This item shall include all removals not specifically listed in the Bidder's Proposal or otherwise covered by these Specifications such as all necessary relocations and restorations of valve covers, signs and other items, whether shown on the Plans or not, and as necessary to complete the improvements. Contractor shall be responsible to review the project site prior to bidding and to include all such work, whether or not shown on the plan, in its bid prices for this item.
- 1.4 Limits. The Contractor shall meet with the Inspector prior to making removals to verify the limits of removals and the locations of joins, to establish smooth joins and to assure proper drainage. The contractor may make minor changes in the location of joins and the limits of removals, provided a smooth join and proper drainage shall be achieved and it has obtained prior written approval from the Public Works Director or his/her designee.
- 1.5 Existing Pavement Sections. The thicknesses of existing AC and PCC pavement and base sections may vary. Thicknesses, if shown, are intended to indicate the approximate quantities for removals and are in no way guaranteed. No extra payment shall be allowed for variances found in the field.

2. Earthwork

- 2.1 Excavation. Excavation shall include removing, hauling, disposing and placing in fill embankment all materials below the existing base to the subgrade elevations indicated on the plan. Earthwork, subgrade preparation and fine grading shall conform to the applicable requirements of Section 300-2 and other pertinent sections of the Standard Specifications. The Contractor shall be responsible to meet grades shown on the plan, including removal of excess excavation, import of top soil and structural backfill, as applicable. The City neither warrants nor implies that there will be an earth balance on this project.

Attention is directed to the Standard Specifications regarding the protection and preservation of existing soil and fences during excavations. The Contractor shall use temporary shoring or other protective methods to support these improvements and insure that no damage will result to them by virtue of the Contractor's work.

Full compensation for doing all work involved in protecting and preserving improvements on private property shall be considered as included in various bid prices, and no additional compensation will be allowed therefore.

- 2.2 Unsuitable Material. If unsuitable material is found, the Contractor shall remove said material to the limits to be determined by the Engineer and shall replace said material with select fill or base material, as to be determined by the Engineer.

Payment for removal and replacement shall be made at the unit price bid for Base, except the City shall be entitled to a credit to be negotiated if select fill or a lower classification of base material is used for replacement material.

2.3 Grading. All grading operation shall conform to section 300-4 of SSPWC.

3. Subgrade Preparation

3.1 Section 301-1 of the Standard Specifications is hereby supplemented by the following section:

- a. Contractor shall immediately review the site to discover all surface improvements, including all utility vaults, manholes, valve covers, pull boxes, and other culture, which may or may not be shown on the plans. Contractor shall be responsible to make minor adjustments to the subgrade as necessary to join.
- b. Contractor shall be responsible to report any discrepancies or problems to the Inspector immediately and shall be responsible to plan and schedule its operations in such a manner so as not to create a delay should a review be required by the Engineer.
- c. Contractor shall be responsible to adjust all pull boxes, lids and valve covers to finish grade, if required, subject to the approval of the utility company. Adjustment of pullboxes, including conduits and conductors as required, shall be performed by an electrical contractor approved by the utility.
- d. Adjustment of Valve Covers to Grade. Contractor shall be required either to remove valve covers below the depth to be removed and restore said covers to finish grade upon completion of each day's paving or to conduct its operations in such a manner as to not disturb said items. The Contractor, at its own expense, shall be responsible to repair or replace any valve covers damaged by its operations.

PAYMENT: Full compensation for doing all work involved in REMOVALS AND GRADING that does not have a separate bid item shall be considered as included in various bid prices included in the bid schedule, and no additional compensation will be allowed therefor.

SECTION D. CONCRETE AND ASPHALT CONCRETE

1. P.C.C. CONSTRUCTION

1.1 General

- a. Where new construction joins existing construction, the new work shall be made to match the existing concrete in grade, color, finish and scoring as nearly as practicable.

- b. Contractor shall construct and shall install a two-inch (2") wide joint filled with Joint Sealing compound, at all joints between concrete pavement and asphalt concrete pavement in conformance with the manufacturer's instructions for use. The Joint Sealing compound shall conform to Type "C" Sealant per Section 201-3 of the Standard Specifications. The Contractor shall obtain approval for the proposed sealing compound and method of application from the City Engineer prior to use. All excess sealing compound shall be thoroughly cleaned up and removed.
- 1.2 Sidewalk and Wheelchair Ramps. Shall be constructed in accordance with Section 303-5 of the Standard Specifications.
- Curb ramps, shall be constructed to include surface applied detectable warning tiles, such as Cast-in-Place Tiles manufactured by Armor Tile Tactile Systems, or an approved equal, as shown on the Project Plans and installed per manufacturer's specifications. The color of the truncated domes shall be yellow. Contractor shall submit shop drawings and obtain approval for the truncated domes prior to installation on any curb ramps.
- Curb ramps shall include removal of existing, and replacement of full width monolithic gutter and asphalt shall be removed and replaced to provide 5% grade.
- 1.3 Curb, curb and Gutter, Valley Gutter, driveways. Curb and gutter shall be constructed with standard forms or with slip-forms per Section 303-5.2 of the Standard Specifications. Modify height to match existing curb & gutter at the join point and match top of sidewalk where the sidewalk is adjacent to curb.
- 1.4 Catch basin. Catch basin construction shall be per section 303 of the SSPWC.
- 1.5 Masonry and brick. Masonry and brick walls and pilasters construction shall conform to section 303-4 of the SSPWC.
- 1.6 PIPE: cast iron pipe shall conform to section 207 of the SSPWC.
- 1.7 Protection. The Contractor shall be responsible to protect all new concrete work from being etched, scratched or otherwise marked following placement thereof. If new concrete work is marked, the Contractor shall replace it at his/her expense in accordance with Section 300-1.3 of the Standard Specifications.
2. ASPHALT CONCRETE
- 2.1 Permanent Pavement. Asphalt Concrete (AC) shall conform to the provisions of Subsections 203-6 and 302-5 of the Standard Specifications. The surface course Shall be Asphalt Rubber Hot Mix (AHRM) and shall conform to the provisions of Subsection 203-11 and 302-5. AC not otherwise specified shall be Class C2-PG 64-10.

- 2.2 Temporary Pavement. Temporary AC Pavement shall conform to the above requirements, except temporary AC will be Class C2-PG 64-10. All trenches and travel lanes must be paved with temporary AC until permanent pavement has been constructed
- 2.3 Tack Coat. A tack coat shall be applied between base and finish courses when the finish course is not placed immediately after the base course, and the existing paved surfaces where new asphalt concrete overlaps existing pavement or abuts existing pavement along cut trench edges or curbs. Tack coat shall be as specified in section 302-5.3 of the Standard Specifications.
- 2.4 Payment. There shall be no payment for furnishing installation, maintenance, removal or disposal of temporary AC pavement, and all costs thereof shall be absorbed in bid prices for work to which the temporary pavement is appurtenant.
3. BASE
- 3.1 Sections. Where known to be required, base is shown on the Plan and included in the Bidder's Proposal.
- 3.2 Material Specification. Aggregate base for pavement, curb, gutter and other improvements shall be Crushed Aggregate Base and shall conform to Section 200-2 of the Standard Specifications. Construction shall conform to Section 301-2 of the Standard Specifications.

PAYMENT: Full compensation for doing all work involved in CONCRETE AND ASPHALT CONCRETE shall be considered as included in various bid prices included in the bid schedule, and no additional compensation will be allowed therefor.

SECTION E. CONSTRUCTION COORDINATION, PHASING, & RECYCLING

1. Utility Companies Coordination

1.1 The Contractor shall provide coordination with all the utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection. The Contractor is required to include utility requirements in the Construction Schedule.

1.2 The Contractor shall notify all utility agencies and owners of all facilities within the area of construction a minimum of five (5) work days in advance of forming any work within said area.

1.3 The Contractor shall protect all utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities, including service laterals, and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be directed by the Engineer.

The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the City, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

1.4 It shall be the Contractor's responsibility to completely remove all "construction graffiti" (spray paint or other marking for utilities, survey points and construction limits) prior to acceptance of the work as completed.

1.5 The Contractor shall utilize the services of "Underground Service Alert-Southern California" for utility locating in all public right-of-ways by calling 1-800-422-4133 at least 48 hours prior to any excavation.

1.6 If in the course of construction the Contractor damages a sewer lateral or water lateral, it shall be responsible to completely expose said lateral from the main line to the point of connection at private property to verify integrity of all joints to the satisfaction of the Inspector. This shall not be considered to be extra work and no extra costs shall be allowed therefore.

1.7 All sewers, including lateral repairs, shall be constructed of vitrified clay pipe only, unless otherwise approved in writing by the engineer. Plastic pipe shall not be used.

2. City of Alhambra License and Permit. The Contractor shall obtain a City Business License (Contractor shall pay for it) and a no-fee Construction Permits before commencing construction.

3. Excavation - Changed Conditions. Pursuant to Section 7104 of the Public Contract Code, for any trenches or other excavations that extend deeper than four feet below the surface:

3.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the Engineer in writing, of any:

- (a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (b) Subsurface or latent physical conditions at the site differing from those indicated.
- (c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

3.2 The Engineer shall promptly investigate the conditions, and if he finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described herein.

3.3 In the event that a dispute arises between the City and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

3.4 The Contractor's attention hereby is directed to Section J.4 herein regarding "Claims". This Section shall apply to any dispute arising from the above.

4. Public Convenience and Safety

4.1 The provision of Section 7-10.1 (Traffic and Access), Section 7-10.2 (Storage of Equipment and Materials in Public Streets), and Section 7-10.4 (Public Safety) all as contained in the Standard Specifications, shall be applicable to this project.

4.2 At the end of the Work Day the job site shall be left in a neat and orderly manner. Roadway and parking shall be made available wherever possible to the satisfaction of the Public Works Director or his/her designee.

4.3 During construction the Contractor shall provide adequate access to each residence or business affected by this project to the satisfaction of the Engineer.

4.4 Should any change in these requirements be necessitated by extraordinary occurrences or requirements during the execution of the work, the Contractor shall obtain prior written approval of the Engineer.

5. Sanitary Conditions. The Engineer may from time to time prescribe rules and regulations for maintaining sanitary conditions along the work and the Contractor shall enforce observance of the same by its employees and the employees of the subcontractor, and, if the Contractor fails to enforce these rules and regulations, the Engineer shall have the authority to enforce them.

6. Air Pollution and Dust Control. The contractor shall adhere strictly to Section 7-8.1 and Section 7-8.2 of the Standard Specifications throughout this entire project.

7. Water Pollution Control. The Contractor shall adhere strictly to Sections 7-8 and 7-10 of the Standard Specifications through the entire project. The Contractor, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System (NPDES) standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to be prepared to provide hay bales or similar devices to prevent erosion from being washed into the storm drain system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor and its Surety shall fully indemnify the City for any pollution damage and/or cleaning costs.

All construction on off-site or on-site improvements shall adhere to NPDES (National

Pollution Discharge Elimination System) Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems.

The following are the areas to be addressed:

1. Handle, store and dispose of materials properly.
2. Avoiding excavation and grading activities during wet weather.
3. Construct diversion dikes and drainage swales around working sites.
4. Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
5. Develop and implement erosion control plans.
6. Check and repair leaking equipment away from construction site.
7. Designate a location away from storm drains for refueling.
8. Cover and seal catch basins whenever working in their vicinity.
9. Use vacuum with all concrete sawing operations.
10. Never wash excess material from aggregate, concrete or equipment onto a street.
11. Catch drips from paver with drip pans or absorbent material.
12. Clean up all spills using dry methods.
13. Sweep all gutters at the end of each working day. Gutters shall be kept clean after leaving construction site.
14. Call 911 in case of a hazardous spill.
15. Keep a running log of all activities in connection with the Storm Water Pollution Prevention Plan (SWPPP)
16. Name a person, on site, responsible for complying with S.W.P.P.P.

CONTRACTOR TO COMPLY WITH THESE REQUIREMENTS AND CITY ENGINEER'S DIRECTIONS DURING THE COURSE OF CONSTRUCTION.

8. Solid Waste Management and Recycling Plan.

The contractor shall submit a Solid Waste Management and Recycling Plan to the City Manager's Office for review and approval prior to issuance of a demolition permit and/or grading permit for the project. Said plan shall indicate that the permittee/contractor shall provide documentation such as receipts from landfills, salvage and recycling facilities upon completion of the demolition/construction. Said plan shall identify:

- A. Types of materials for recycling, reuse or sorting
- B. Estimated quantities
- C. Separation requirements
- D. On site storage
- E. Transportation methods
- F. Destinations
- G. Plan manager (contractor's representative)

Prior to issuance of a demolition and/or grading permit, the permittee/contractor shall contact the California Integrated Waste Management Board (recycling hotline 800-553-2962) to obtain an approved recycler (processor and/or receiver) for demolition and construction waste.

At the minimum the contractor shall recycle each of the following demolition and construction waste materials:

Asphalt paving: 75%
Concrete and concrete masonry units: 75%
Non-lead based painted wood wastes (dimensional lumber and broken crates and pallets): 50%
Metals: 60%
Toilets: 75%
Appliances: 75%
Copper cable/wire: 50%
Transformers and ballasts: 100%
Fluorescent lamps: 100%
Glass: 50%
Unpainted gypsum board: 50%

A minimum of 50% of the total weight of the waste (demolition and construction wastes) shall be diverted from landfill.

9. Legal Address of Contractor. The address given in the Bidder's Proposal is hereby designated as the place to which all notices, letters, and other communications to the Contractor will be mailed or delivered, except such notices and communications as shall be given by the City's Inspectors to the Contractor's designated Superintendent in the field. The mailing or delivering to said address of any notice, letter, or other communication, or the hand-delivery to said Superintendent, shall be deemed sufficient service thereof upon the Contractor. The date of such service shall be the date of such mailing or delivery. Said address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

10. All construction graffiti shall be removed prior to the release of retention payment.

SECTION F. TRAFFIC REQUIREMENTS

The Contractor shall be responsible to furnish, install and maintain such devices which are necessary to provide safe and efficient passage for the traveling public through the work area, for the safety of personnel present in the work area, and to minimize inconvenience to adjacent properties.

All work and materials to implement construction staging and traffic control shall comply with the Caltrans Manual on Uniform Traffic Control Devices (MUTCD), Temporary Traffic Control, Current Edition. Signs, markings, striping, barricades, delineators and all materials shall conform to applicable Caltrans standards and specifications.

1. Street Closures, Detours and Barricades.

1.1 All costs involving street closures, detours, delineators and barricades shall be paid by the Contract 1.2 The Contractor shall notify:

Ed Wright, Senior Engineering Associate, (626) 570-5062, at least ten (10) working days before closing or partially closing any street or alley.

1.3 The Contractor shall notify the following agencies at least two (2) working days before closing or partially closing any street or alley:

Alhambra Police Department
Alhambra Fire Department

1.4 Immediately upon completion of the construction work and opening or reopening of any street or alley, the three (3) parties above shall be notified.

1.5 The Contractor shall install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other facilities necessary to control traffic as specified in the "Work Area Traffic Control Handbook" (WATCH Manual). Flashing Arrow Sign (FAS) are required for all lane closures. Materials for a temporary facility may be provided from new or used materials. If used materials are provided, they shall be sound, in good condition and otherwise meet the requirements of new materials. All traffic control devices shall be free of graffiti, and the Contractor shall be responsible to immediately clean and/or replace any device to the satisfaction of the Engineer. The Contractor will be allowed no more than one (1) work day to remove graffiti.

1.6 All traffic delineators used at night shall display two white retro-reflective bands. The upper band shall be a minimum of 3", but not more than 4", from the top and shall be 6" wide and the lower band shall be 4" wide. The two bands shall be separated by a minimum 2" space.

1.7 All excavations shall comply with and the Contractor's attention hereby is directed to the following supplemental requirements for STREET EXCAVATIONS

STREET EXCAVATIONS

- a) Every person making an excavation, cut or fill in or under a street shall restore the surface thereof in accordance with the provisions of this section.
- b) Every person making an excavation, cut or fill in or under a street shall, until the permanent pavement is replaced:
 - 1) Maintain the surface of the backfill or of the temporary pavement at an elevation equal to that of the adjoining street surface and in a manner safe for vehicles and pedestrian traffic.
 - 2) Place and maintain barriers at each end of excavation, cut or fill and at such places along the excavation, cut or fill as may be necessary to prevent accidents, but with a maximum interval of one hundred (100) feet; and shall place and maintain a sign on every such barrier with letters not less than three (3) inches in height, which sign shall state the name of the person making the excavation.
 - 3) Place and maintain warning lights at each end of excavation, cut or fill and at intervals of not less than fifty (50) feet along the sides thereof from sunset each day to sunrise of the next day. A fee of Ten Dollars (\$10.00) per day

shall be charged such person for each barricade or warning light placed or replaced by the City where this Article is violated by the absence of said barricades or warning lights.

- 4) Place and maintain any and all signs, warning signs, detour signs and/or directional signs as required by the project specifications or as required by the Public Works Director or his/her designee. A fee of Ten Dollars (\$10.00) per day shall be charged such person for each such sign placed or replaced by the City where this Article is violated by the absence of said signs.
 - 5) In the event any temporary or sub-paving is provided and traffic is allowed to drive upon such temporary sub-paving, all striping or other pavement markings which existed in that location prior to the start of work shall be replaced or changed as required by the City Engineer. A fee of Ten Dollars (\$10.00) per square foot of paint and Five Dollars (\$5.00) for each raised marker shall be charged such person for any traffic striping or pavement markings maintained or replaced by the City where this Article is violated by the absence of said striping and markings. All traffic control devices shall conform to the latest edition of the State of California Traffic Manual.
 - 6) Maintain a telephone or telephones where he can be reached twenty-four (24) hours a day and shall leave the number of such telephone or telephones with the City Engineer and the Watch Commander of the Alhambra Police Department.
 - 7) Maintain safe crossings for vehicle and pedestrian traffic at all street intersections and shall maintain safe crossing for pedestrians along such excavations, cut or fill at intervals of not less than six hundred (600) feet.
 - 8) Place all materials excavated compactly alongside the trench and in such a manner as to cause as little inconvenience as possible to vehicle and pedestrian traffic. If such street is not wide enough to hold the excavated material without the use of the adjacent sidewalk, such person shall erect a tight board fence upon and along such sidewalk and maintain thereon a passageway for pedestrian traffic at least four (4) feet in width.
 - 9) Maintain all adjacent gutters free and unobstructed for the full depth of the adjacent curb and for at least one (1) foot in width measured from the face of such curb at the intersection of the curb and the street; and whenever a gutter crosses an intersecting street, shall provide and maintain an adequate waterway.
 - 10) Provide access from the street to all fire hydrants and water gates and to abutting property owners unless their consent to the contrary is first obtained.
 - 11) Keep at least one-half (1/2) of the street open at all times for vehicular traffic.
- c) Every person making an excavation, cut or fill in a paved City street shall maintain the surface thereof in good condition for a period of two (2) years following the date of issuance of the permit therefor.

2. Minimum Requirements for Maintaining Traffic Flow.

2.1 Work shall be permitted only under the following conditions:

- a. The Contractor shall maintain one (1) minimum ten-foot-wide lanes in each direction at all times.
- b. Driveways - The Contractor shall maintain access to each driveway at all times unless other arrangements have been made with each property owner, subject to approval by the Engineer.
- c. Also, see subsection 3 hereinafter.

2.2 Reduction in lane requirements may be afforded only with the prior written approval of the Engineer.

2.3 Traffic signs, flaggers, warning devices, safety traffic devices and electronic arrow board for diverting and directing traffic shall be furnished, installed and maintained by the Contractor through the project. Arrow boards and other devices must comply with the City of Alhambra requirements for nighttime noise standards at adjacent private property lines.

2.4 If permanent pavement markings cannot be restored by the end of the work shift in which they were obliterated, temporary markings shall be provided by the Contractor prior to leaving the job site on all streets except any street closed to through traffic. These temporary markings shall be as follows:

Temporary lanelines and/or centerlines shall consist of day/night reflectorized raised pavement markers, approved by the City of Alhambra, spaced approximately 24' apart.

Where approved by the Engineer, the Contractor may use reflectorized lines approximately 24" long and 4" wide, spaced approximately 24' apart.

Right edgelines shall not be simulated with dashes or pavement markers; however, portable delineators, guide markers, etc., may be used by the Contractor where it is considered desirable to enhance the edge of traveled way due to curvilinear alignment, narrowing pavement, etc., and shall be used when directed by the Engineer. The Contractor shall be responsible to periodically review the construction area at night to insure all lights are properly placed and operable.

Locations where no-passing zone centerline delineation has been obliterated shall be posted by the Contractor with a sign package consisting of a C18 (23) "ROAD CONSTRUCTION (WORK) AHEAD" and R63 "DO NOT PASS".

All temporary pavement markings and signs shall be maintained, or replaced as necessary by the Contractor, until permanent pavement markings are restored.

3. Holiday Period.

No reduction in the number of lanes or in lane widths on any street shall be permitted during the holiday period which begins on the Monday prior to Thanksgiving and ends on the Friday following New Year's Day.

4. Temporary No Parking Signs.

The Contractor is responsible to post "Temporary No Parking" signs at least 5 working days in advance of the first date of enforcement. The City shall be informed before posting of signs.

Parking will be restricted only for the minimum time necessary to complete on-going work.

SECTION G. PAYMENTS TO CONTRACTOR AND CLAIMS

1. Breakdown of Contract Prices. The Contractor shall, within ten (10) working days of receipt of a request from the City, submit a complete breakdown of lump sum bid prices showing the value assigned to each part of the work, including an allowance for profit and overhead. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part of the work represents its estimate of the actual cost, including profit and overhead, of performing that part of the work. The breakdown shall be sufficiently detailed to permit its use by the Engineer as one of the bases for evaluating requests for payment. No extra costs shall be allowed for these breakdowns.

2. Payment for Labor and Materials. The Contractor shall pay and cause the subcontractors to pay any and all accounts for labor, including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and all other wage and salary deductions required by law. The Contractor also shall pay and cause the subcontractors to pay any and all accounts for services, equipment and materials used by it and the subcontractors during the performance of work under this contract. All such accounts shall be paid as they become due and payable. If requested by the Engineer, the Contractor shall immediately furnish the City with proof of payment of such accounts.

3. Additional Work. Payment for additional work and all expenditures in excess of the bid amount must be authorized in writing by the Public Works Director or his/her designee. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from the Public Works Director or his/her designee. for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work which has not been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.

4. Claims. The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the City, or the happening of any event, thing or occurrence, unless he shall have given the City due written notice of potential claim as hereinafter specifications. The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Said notice shall be submitted on a form approved by the City at least forty-eight (48) hours (two working days) in advance of performing said work, unless the work is of an emergency nature, in which case the Contractor shall notify and obtain approval from the Inspector prior to commencing the work. The Public Works Director or his/her designee. may require the Contractor to delay construction involving the claim, but no other work shall be delayed, and the Contractor shall not be allowed additional costs for any said delay but may be allowed on extension of time if the Public Works Director or

his/her designee agrees that the work delayed is a controlling element of the Construction Schedule. The Contractor shall be required to submit any supporting data (or a detailed written explanation justifying further delay) within five (5) Work Days of a request from the Public Works Director or his/her designee. and shall be responsible for any delays resulting from late and/or incomplete submittals. By submitting a Bid, the Contractor hereby agrees that this Section shall supersede Sections 6-6.3 and 6-6.4 of the Standard Specifications.

The City shall be the sole authority to interpret all plans, specifications and contract documents, and no claim shall be accepted which is based on the Contractor's ignorance, misunderstanding or noncompliance with any provision or portion thereof.

The above provisions shall supplement Section 3 of the Standard Specifications. The Contractor shall be responsible to provide all data and to obtain all approvals required by said Specifications, including submittal of Daily Extra Work Reports. No claims or extras shall be approved by the City unless all work was done under the direction of and subject to the approval of the Inspector. Disputed work claims shall comply with Section 3 of the Standard Specifications, as modified herein.

It is the intention of this Subsection that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

5. Noncompliance with Specifications. Failure of the Contractor to comply with any requirement of the Specifications, and/or to immediately remedy any such noncompliance upon notice from the Engineer, may result in suspension of Contract Progress Payments. Any Progress Payments so suspended shall remain in suspension until the Contractor's operations and/or submittals are brought into compliance to the satisfaction of the Engineer. No additional compensation shall be allowed as a result of suspension of Progress Payments due to noncompliance with the plans or specifications. The Contractor shall not be permitted to stop work due to said suspension of Progress Payments.

6. Request for Payment. Contractor shall submit all requests for payment on the City provided form. The City shall provide the form for use after Contract is awarded.

Prior to submittal of said form, all items for which payment is requested shall be checked and approved in writing by the City Engineer. No payments will be made unless all back-up data is submitted with the payment request and the Progress Payment Invoice is signed by both Contractor and City Engineer.

There shall be no separate payment for any relocations, barriers or forms, grading or temporary construction required to construct the improvements herein. Payment for these items shall be absorbed in the Bid Prices for the applicable work to which they are appurtenant, and no extra costs shall be allowed.

The payment of amounts due to the Contractor shall be contingent upon the Contractor and subcontractors furnishing the City with a release of all claims against the City arising by virtue of the Contract related to said amounts.

**SPECIAL PROVISIONS FOR
MISSION ROAD: GARFIELD AVE TO WEST CITY LIMITS ROAD
REHABILITATION
PART 2
CONSTRUCTION MATERIALS**

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

201-1.2.1 General. [Add the following prior to the first paragraph]:
Portland cement concrete shall be 560-C-3250, Type V, high early strength.

SECTION 203 - BITUMINOUS MATERIALS

203-1 PAVING ASPHALT.

203-1.2 Testing Requirements. [Replace with the following]:

Asphalts shall be specified by performance grade. Performance grade asphalts shall conform to the requirements in Table 203-1.2(A) of the SSPWC 2007 Supplement.

203-1.3 Test Reports and Certification. [Replace with the following]:

See the SSPWC 2007 Supplement.

203-1.4 Temperatures. [Replace with the following]:

See the SSPWC 2007 Supplement.

203-6 ASPHALT CONCRETE

203-6.1 General. Asphalt concrete material used for asphalt concrete (AC) pavement replacement within the roadway shall be Class and Grade per Contract Plans. Asphalt concrete material used for asphalt concrete (AC) pavement leveling course shall be Class and Grade per Contract Plans.

The gradation ranges shown in Table 203-6.4.3(A) of the SSPWC shall be considered the Contract Compliance Range. The Operating Range for the first sieve size below 100 percent passing, shall be the target percentage specified in this Subsection with a tolerance of ± 2.5 percent and the tolerance for target percentage of the No. 4 and No. 8 sieves shall be ± 3 percent. Except where an operating range is specified, it is the intent of the specifications that

the target percentage be the central value in the Contract Compliance Range. Adjustments shall be made when there is deviation into the margin within 2 percentage points of the maximum or minimum values of the Contract Compliance Range.

**SPECIAL PROVISIONS FOR
MISSION ROAD: GARFIELD AVE TO WEST CITY LIMITS ROAD
REHABILITATION**

**PART 3
CONSTRUCTION METHODS**

SECTION 300- EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. The following paragraphs shall be added to this Subsection:

CONTRACTOR shall prevent dust or other materials from becoming a nuisance or annoyance. Clean up of dust and other materials shall be provided at the request of the Engineer, and shall be at the CONTRACTOR'S expense. CONTRACTOR shall maintain dust control at all times by using a vacuum/broom type sweeper by sweeping daily in all areas where work is occurring.

300-1.2 Preservation of Property [Add the following]:

The CONTRACTOR shall consult the records and drawings of adjacent work and of existing services and utilities, which may affect site work operations.

300-1.3 Removal and Disposal of Materials.

300-1.3.1 General. The text of Subsection 300-1.3.1 is hereby deleted and replaced with the following paragraphs:

CONTRACTOR shall remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Cleanup of spillage will be at CONTRACTOR'S expense

All materials indicated to be removed shall be recycled immediately at the CONTRACTOR's expense at a site approved by the Engineer, per the requirements highlighted in Section 7-15 of these Contract Documents. No demolished materials shall be stored in the Work Area or Staging Area at any time, but instead shall be removed and recycled immediately.

In addition to the work outlined in Subsection 300-1 of the SSPWC, the following items of work are included under Clearing and Grubbing unless otherwise covered by a specific bid item.

1. Maintain dust control at all times by using a vacuum/broom type sweeper by sweeping daily in all areas where work is occurring.
2. Removal and disposal of unsuitable materials. Sawcut and removal of existing AC pavement and pavement base as shown on the Contract Plans and vacuuming of all materials.
3. Protection of existing and relocating utility structures prior to and during construction of proposed improvements.
4. Maintenance of project appearance and street sweeping.
5. Control of water and dewatering of construction
6. Cleanup of project area upon completion of work.
7. Potholing of Existing Utilities.
8. Other removals, demolition, and/or abandonment items as required to construct the required improvements and as shown on the Contract Plans and as determined by the Engineer.
9. Other items of work as directed in these Special Provisions.

If existing infrastructure items such as, but not limited to, curb and gutter, asphalt concrete pavement, curb inlet, driveways, cross gutters, existing landscaping, and traffic control loop detectors are damaged due to or associated with the construction of the proposed improvements, then the CONTRACTOR shall replace, repair or restore the damaged work to the satisfaction of the Engineer at the CONTRACTOR's expense.

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

301-1 SUBGRADE PREPARATION

301-1.3 Relative Compaction

The first sentence of subsection 301-1.3 of the SSPWC is hereby deleted and replaced with the following:

The subgrade material shall be compacted to a relative compaction of **90 percent**.

For subgrades that cannot be compacted to 90% relative compaction and are not firm and unyielding, as directed by the Engineer, full depth asphalt concrete shall be used. The full depth asphalt concrete section will require the removal of 0.5' of subgrade and backfilling with "blaid laid" and "wheel rolled" asphalt concrete base course to a stable condition by allowing overnight cooling.

SECTION 302 - ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General. [Add the following]:

Overlay operations shall not occur on the trash pickup and street sweeping days of that street. Coordination with the City's trash hauler street sweeper shall be the CONTRACTOR'S responsibility, and no additional compensation will be allowed.

302-5.1.1 Preparation. The following is hereby added to Subsection 302-5.1 of the SSPWC:

If asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, the following shall occur:

- 1) All holes and cracks 1.5 inches or greater in width shall be filled with asphalt concrete Class and Grade F-PG 64-10 compacted level with the top of the existing pavement;
- 2) All cracks and joints greater than 1/8 inch in size shall be blown clear with high pressure air, with the street swept immediately thereafter;
- 3) All joints and cracks greater than 1/4 inch and less than 1.5 inches in size shall be filled with Crafc0 Polyflex III or approved equal. Filler shall be within 1/8 inch below and flush with existing pavement surface and squeegeed, as necessary, to attain this result; and

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

The CONTRACTOR shall complete crack filling a minimum of 24 hours prior to paving, unless otherwise directed by the Engineer.

Measurement and Payment [Add the following Section]:

Payment for crack filling is considered to be included in the cost to Construct AC Pavement, and no additional compensation will be allowed therefore.

302-5.2 Cold Milling Asphalt Concrete Pavement.

302-5.2.1 General. The following is hereby added to the first paragraph of Subsection 302-5.2.1 of the SSPWC:

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 Contract Documents.

302-5.2.1 General. [Add the following as the last paragraph]

All materials indicated to be removed shall be recycled per the requirements highlighted in Section 7-15 of these Specifications.

Cold milling shall not be performed more than 2 working days ahead of paving, and shall not be left unpaved over a weekend. CONTRACTOR shall provide a smooth transition for vehicles during construction at end of cold mill areas to the satisfaction of the Engineer. Additionally, Best Management Practices will be required to protect water quality, and prevent any debris or pollutants from entering the storm drain system.

302-5.2.3 Removal and Disposal of Material. The following is hereby added to Subsection 302-5.2.3:

Cold milled streets shall be accepted by Engineer at least 1 day prior to street resurfacing.

Sweepers used for cold milling shall not enter on streets approved as clean after cold milling. The CONTRACTOR shall provide a minimum of two vacuum-brush type sweepers at all times during cold milling.

Removal of existing traffic stripes (including raised pavement markers) and pavement markings, as noted in the Contract Plans, shall be removed in compliance with the Section F of this Contract Document.

All materials indicated to be removed shall be recycled per the requirements highlighted in Section 7-15 of these Specifications.

302-5.4 Tack Coat. [Add the following]:

Tack coat material for overlay shall be PG 64-10 applied at a rate of 0.06 gallons per square yard applied at a minimum of 350 degrees Fahrenheit from a distributor truck with a functioning heating element capable of raising the temperature by 3 degrees Fahrenheit per hour.

Tack coat shall not be placed so far ahead of paving that the tack coat is tracked away by trucks from more than 20 percent of the tacked area.

Tack coat for joints on trenches and patches shall be uniformly applied at 0.20 gallons per square yard PG 64-10.

The CONTRACTOR shall place the tack coat in a manner to prevent all vehicles from driving through the tack coat. Therefore, the CONTRACTOR shall plan the work out accordingly, particularly at the intersection locations to prevent vehicle or members of the public from entering area where tack coat has been installed.

The CONTRACTOR shall remove all tracked Tack from adjacent streets within 7 days following paving operations at no additional cost to the City. The method of removal must be approved by the Engineer prior to implementation.

Measurement and Payment [Add the following to Subsection 302-5.4]

Payment for tack coat material is considered to be included in the cost of CONSTRUCT AC Pavement, and shall be in accordance with these Specifications. Full compensation shall include all labor and materials required to complete the process and no additional compensation will be allowed therefore.

302-5.5 Distribution and Spreading. [Add the following to Subsection 302-5.5]

CONTRACTOR shall provide automatic screed control as directed by Engineer.

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.

Watering of street to prevent tracking of material will be allowed if no water enters the storm drain system and the Contractor adheres to all local and state water quality regulations, and these Contract Documents.

CONTRACTOR shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. 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.

302-5.6 Rolling. [Add the following]

Rolling along a joint shall be such that the widest part of the roller is on the cold 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.

At a minimum, two complete passes with the breakdown roller shall be provided. Initial breakdown rolling shall be performed close enough to the paving machine and at a pavement temperature high enough such that the pavement temperature after two passes exceeds 240 degrees Fahrenheit. Intermediate rolling shall be provided such that a total of six passes are performed before pavement temperature drops below 200 degrees Fahrenheit. An additional intermediate roller may be required to achieve this result. A finish roller shall be provided in addition to intermediate rolling.

To ensure optimum quality control, the use of more than one paver must be approved in advance by the Engineer, and will generally require one foreman, one sweeper, and a full complement of rollers per Subsection 302-5 of the SSPWC and this Subsection 600-2.6.3 for each paving machine.

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

302-5.7 Joints. [Add the following]

Joint lines between successive runs shall be within 6 inches of lane lines or a minimum of 12 feet outside of the outer most lane line.

Measurement and Payment [Add the following]

Payment for distribution and spreading, rolling, and joint lines is considered to be included in the cost of CONSTRUCT AC Pavement and shall be in accordance with these Specifications. Full compensation shall include all labor and materials required to complete the process and no additional compensation will be allowed therefore.

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

303-5.1 Requirements

303-5.1.1 General. This section is hereby deleted and replaced with the following:

Portland Concrete Cement (PCC) items shall be constructed in accordance with Section 303-5 of the SSPWC, referenced Standard Drawings, and as listed herein. Slab thickness and curb heights shall be as shown on the Construction Plans and applicable Standard Drawings.

Portland cement concrete (PCC) mix shall be 560-C-3250 Type V high early cement, for curb and gutter, driveway, local depression, and sidewalks. Concrete shall meet the requirements of Sections 201-1, 303-5 and 400-3 of the SSPWC, and as amended in these Contract Documents.

If existing infrastructure items such as, but not limited to, curb, curb and gutter, asphalt concrete pavement, curb inlet, driveways, cross gutters, and existing landscaping are damaged due to or associated with the construction of the proposed improvements, then the Contractor shall replace, repair or restore the damaged work to the satisfaction of the Resident Engineer at the Contractor's expense.

SECTION 309 – MONUMENTS

309-1 Description. [This section is hereby deleted and replaced with the following]:

This work shall consist of furnishing and installing Portland Cement Concrete Right of Way monuments, centerline ties, in accordance with Section 2-9 of the SSPWC and as amended herein, and as directed by the Engineer. The CONTRACTOR shall be responsible for employing a Licensed Land Surveyor to reset any effected survey monuments such as Portland cement concrete right-of-way monuments, cast in place survey monuments, well monuments, centerline ties and bench marks, as Specified in Section 2-9 of these Specifications, and as directed by the Engineer.

309-4 Payment. [This section is hereby deleted and replaced with the following]:

Full compensation for furnishing all labor, materials, traffic control, tools, equipment, surveying and recordation, and all other work involved in the recordation and replacement of monument and centerline ties shall be included with the unit price for Mobilization/Demobilization as set forth in Bid Schedule, and no additional compensation will be considered.

SECTION 310 - PAINTING

The text of Section 310 of the SSPWC is hereby deleted and replaced with appropriate sections of the Caltrans Standard Specifications and Plans, Dated July 2000 as detailed in Special Provisions of these Contract Documents Section – SIGNING, STRIPING, AND PAVEMENT MARKERS.

**SPECIAL PROVISIONS FOR
MISSION ROAD: GARFIELD AVE TO WEST CITY LIMITS ROAD
REHABILITATION**

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the Caltrans Standard Plans and Standard Specifications, Section 82, "Markers and Delineators," Section 84, "Traffic Stripes and Pavement Markings," and Section 85, "Pavement Markers," dated May 2006, except as noted in these Specifications and on the Plans. The Standard Plans and Standard 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 S. Main Street, Los Angeles, CA 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819 (916) 445-3520.

Where reference is made to State furnished materials, it shall mean CONTRACTOR furnished materials unless otherwise noted.

SECTION 56-2 - ROADSIDE SIGNS

SCOPE OF WORK

Work associated with provisions of this section is not contemplated as part of this Contract. However, this section is included in case this type of work becomes necessary during the course of construction.

Remove Roadside Signs

Existing roadside signs to be removed at locations shown on the Contract Plans shall be removed and disposed of outside the public right-of-way.

Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

Relocate Roadside Signs

Existing roadside sign shall be removed and installed at new locations shown on the Contract Plans. Each roadside sign shall be installed at the new location on the same day said sign is removed from its original location.

Install Roadside Signs

Roadside signs shall be installed at the locations shown on the Contract Plans or where directed by the Engineer, and shall conform to details shown on the Contract Plans and the provisions in Section 56-2, "Roadside Signs", of the State Standard Specifications.

56-2.02A Metal Posts. Text of Section 56-2.02A is hereby deleted and replaced with the following paragraph:

All anchor assemblies, consisting of anchor sleeves and anchor posts, shall be taped and/or sleeved prior to the anchor assembly installation to prevent newly poured concrete and/or dirt from entering the anchor assembly perforations and binding the anchor assembly and posts with the newly poured concrete. **Anchor sleeves shall be installed around all existing and newly placed sign post assemblies where the work is occurring.**

56-2.02B Wood Posts. Section 56-2.02B is hereby deleted from Section 56-2.

56-2.02C Laminated Wood Box Posts. Section 56-2.02C is hereby deleted from Section 56-2.

56-2.02D Sign Panel Fastening Hardware. The third paragraph of Section 56-2.02D shall be amended to read as follows:

All new straps, saddle brackets, nuts, bolts, and washers shall be stainless steel and Agency-approved tamper-proof. All new rivets shall be Agency approved for installation in perforated steel posts.

The fourth paragraph of Section 56-2.02D shall be deleted.

56-2.02E Sign Panel Material. The following paragraph is hereby added to Section 56-2:

All new signs shown on the Contract Plans or where directed by the Engineer shall be produced or manufactured on 3M™ Diamond Grade™ Translucent DG³ Reflective Sheeting Series 4090T, or approved equivalent.

56-2.03 Construction. The first paragraph of Section 56-2.03 shall be amended to read as follows:

Posts shall be installed in driven post anchors per the manufacturer's specifications.

The second, third, fourth, fifth, seventh, eighth, and eleventh paragraphs shall be deleted.

The following shall be added to Section 56-2.03:

New signs shall be installed on 10 foot posts, except a longer post shall be used if necessary to maintain a 7 foot vertical clearance from the bottom of the lowest sign to the top of the surrounding surface in pedestrian areas. Signposts shall be installed a minimum of 6 feet from power poles, fire hydrants, and other obstructions. If the anchor and sleeve are installed in a median island with decorative paving, or a decorative concrete sidewalk area, a 4 inch diameter Schedule 40 PVC sleeve shall be installed in the decorative paving area prior to placement of the decorative paving. The length of the sleeve shall be the same as the thickness of the decorative paving or up to 1 inch greater. The sleeve shall be

installed flush with the finish grade of the surrounding decorative paving. The annular void between the sleeve and signpost anchor shall be grouted following installation of the decorative paving and signpost anchor, signpost sleeve, and signpost.

56-2.04 Sign Panel Installation. The following shall be added to Section 56-2.04:

Sign panels to be mounted on streetlight or traffic signal poles shall be installed using the strap and saddle bracket method as shown on Caltrans Standard Plan RS-4. Sign panels on traffic signal mast arms shall be installed per Caltrans Standard Plan ES-7N, Detail U. Signs mounted on streetlight poles (electroliers) shall be mounted so as not to cover electrolier identification tags.

All signs installed in parkways, sidewalks or pedestrian areas shall have a minimum of 7 feet of vertical clearance from the bottom of the lowest sign to the surrounding surface. All signs installed in raised median areas shall have a minimum vertical clearance of 4 feet from the existing surface unless shown otherwise on the plans. When two signs are installed on one post, the signs shall be installed in the proper standard vertical positions unless shown otherwise on the plans. Regulatory, Warning and Guide signs shall be posted above parking restriction signs. The Engineer shall determine the proper order for multiple signs. If sign posts are not long enough to provide standard clearance for all signs, a longer post shall be furnished and installed. Signs shall be installed at right angles to approaching traffic unless shown otherwise on the plans. In no case shall signs be installed on wood utility poles or on wood street light poles.

SECTION 84 - TRAFFIC STRIPES AND PAVEMENT MARKINGS

REMOVE TRAFFIC STRIPES AND PAVEMENT MARKINGS

Remove traffic stripes and pavement markings as shown on the Contract Plans and designated by the Engineer. Removal shall be by wet sandblasting or other approved method which shall remove the markings completely but not cause damage to the pavement surface. Removal by method of grinding shall not be allowed and removals shall be done during normal working hours.

Where blast cleaning is used for the removal of painted traffic stripes and pavement markings or for removal of objectionable material, the residue including dust shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the blast-cleaning operation. In addition, the CONTRACTOR shall utilize a combination broom and vacuum type sweeper during all striping removal operations.

Nothing in this Section shall relieve the CONTRACTOR from his responsibilities as provided in Section 7-10, "Public Convenience and Safety", of the SSPWC and as amended in these Specifications.

84-1 GENERAL

Placement of striping and markings shall conform to the requirements of Section 84 and 85 of the State Standard Specifications, dated May 2006, and as amended in these Contract Documents.

The CONTRACTOR shall furnish and apply traffic stripes and pavement markings at locations shown on the Contract Plans or where directed by the Engineer Monday through Thursday, excluding Holidays.

All cat tracking and striping shall be performed and must be approved prior to placement of new striping and stenciling.

The CONTRACTOR shall be responsible for the completeness and accuracy of all layout alignment and spotting. Traffic striping shall not vary more than 1/2 inch in 50 feet from the alignment shown on the Contract Plans. The CONTRACTOR shall mark, or otherwise delineate the new traffic lanes and pavement marking within 24 hours after the removal of the existing striping and markings. No street shall be without the proper striping over a weekend.

84-1.01 Description. Paragraphs 1 and 2 of Subsection 84-1.01 of the State Standard Specifications are amended to read:

This work shall consist of applying hot melt thermoplastic traffic stripes (traffic lines) and pavement markings at the locations and in accordance with the details shown on the Contract Plans or designated by the Engineer, and as specified in these.

The kind of material to be applied is Thermoplastic Extrusion – No Paint allowed.

84-1.02 Control of Alignment and Layout. Paragraph 1 of Subsection 84-1.02 of the State Standard Specifications is amended to read:

The CONTRACTOR shall perform all layout, alignment and spotting, which will consist of existing stripes or control points spaced at 200 feet on tangents and 50 feet on curves.

84-1.03 Tolerances and Appearance. Paragraph 4 of Subsection 84-1.03 of the State Standard Specifications is amended to read:

Drips, overspray, improper markings and paint material tracked by traffic shall be immediately removed from the pavement surface by methods approved by the Engineer. All such removal work shall be at the CONTRACTOR'S expense.

84-1.04 Protection From Damage. Paragraph 2 of Subsection 84-1.04 of the State Standard Specifications is amended to read:

Newly-placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry.

84-2.02 Materials. Paragraph 1 of Subsection 84-2.02 of the State Standard Specifications is amended to read:

The thermoplastic extrusion material shall conform to State Specification PTH-02SPRAY, PTH-02HYDRO or PTH-02ALKYD. Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of State Specification 8010-004 (Type II). All materials, including beads, shall be furnished by the CONTRACTOR, including paint for cat tracks and dribble lines.

The CONTRACTOR shall provide temporary spotting (cat-tracking) on new pavement within 12 hours after paving is complete. 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 obtain approval of the temporary spotting (cat-tracking) prior to permanent paint application. CONTRACTOR shall contact City Traffic Engineer, at least 24 hours in advance of planned cat-tracking to coordinate inspection.

Sandblasting operations shall be completed during allowable working hours for each stage due to noise expected. The installation of traffic pavement striping and markings shall be done during allowable working hours only, Monday through Thursday, excluding holidays, unless approved otherwise by the City Engineer. No street shall remain un-striped during daytime hours at any time, and during work, temporary delineation shall be provided.

The CONTRACTOR shall provide a combination broom and vacuum type street sweeper at all times during sandblasting operations. **At no time shall new pavement surfaces be sandblasted to remove striping or stenciling unless specifically authorized by 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 painting 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. All lanes open to public traffic shall have lane line delineation.

Existing traffic stripes (including raised pavement markers) and pavement markings

that do not conform to the Contract Plans shall be removed by wet sandblasting per Section 15-2.02B, "Traffic Stripes and Pavement Markings" of the State Standard Specifications.

84-3.05 Application.

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

Thermoplastic extrusion shall be suitable for use on either asphalt concrete or Portland cement concrete.

SECTION 85 - PAVEMENT MARKERS

SCOPE OF WORK

85-1 Installation of raised pavement markers shall consist of supplying and placing raised pavement markers at the locations shown on the Contract Plans, or where designated by the Engineer, and in conformance with these Specifications. Raised pavement markers shall not be installed until 14 days after placement of final or surface course of asphalt concrete.

SECTION 86 - SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

SCOPE OF WORK

The contract requires completion of all work in accordance with these Specifications and, where applicable, the California Standard Specifications, May 2006; and the California Standard Plans, May 2006, or the most recent editions, thereof.

86-1 GENERAL

Furnishing and installing traffic signals, highway lighting, and sign illumination systems, shall conform to the provisions in Section 86, "Signals, Lighting and Electrical Systems" of the State Standard Specifications, and State Standard Plans dated May 2006, and these Specifications.

In addition to the regulations and code specified in Section 86-1.02, "Regulations and Code," of the STATE STANDARD SPECIFICATIONS, all work and materials shall be in accordance with the Regulations of the Southern California Edison Company pertaining to service equipment and installations thereof.

A. Reference Specifications and Standard Plans

1. Standard Specifications - Except as modified herein, materials and installation shall conform to the California Standard Specifications, May 2006. All references in this section to "Standard Specifications" shall be understood to be referenced to the California Standard Specifications.

2. Standard Plans - Except as modified herein, all references in this section to "Standard Plans" shall be understood to be referenced to the California Standard Plans, May 2006.
3. Codes, Ordinances and Regulations - All electrical materials and equipment furnished and installed under this section shall conform to the referenced regulations and codes specified in Section 86-1.02 of the State Standard Specifications, and to all other ordinances and regulations of the authorities having jurisdiction.

When reference is made to the Code, Safety Orders, General Orders, or Standards, reference shall be construed to mean the Code, Order or Standard in effect on the date set for receipt of bids.

LOOP DETECTORS

Loop Detectors shall conform to the provisions in Section 86-5, "Detectors," of the STATE STANDARD SPECIFICATIONS, and these Special Provisions.

This item of work consists of providing labor, material, tools, equipment, furnishing, constructing, and any other necessary items required to replace the inductive traffic loops with new loops in accordance with Section 86 of the Caltrans Standard Specifications and as amended herein in this Contract Document.

Loops that are to be replaced shall conform to the following:

The CONTRACTOR shall utilize existing dual channel detector amplifiers.

New loop detector lead-in cables shall be Type B. Lead-in cable shall be insulated so as to prevent moisture from entering the cable jacket.

Loop detector conductors shall be Type 2. The ends of the type 2 loop detector conductors shall be insulated so as to prevent moisture from entering the plastic tubing.

Loop detector configuration shall be Type E. The location of each loop detector shall be approved by the Engineer prior to construction. In order to locate loop detectors the CONTRACTOR shall provide a preliminary striping layout, if different from existing, prior to locating loop detector.

Sawcut slots shall be cut to a depth such that the minimum depth of any loop buried in the slots shall be 0.33 feet below existing grade within 5 feet of the gutter lip.

Residue resulting from slot cutting operations shall not be permitted to flow across shoulders or lanes occupied by public traffic and shall be removed from the pavement surface. All work shall comply with NPDES regulations.

The second sentence in the fourth paragraph in Section 86-5.01A(5), "Installation Details," is amended to read:

The sealant shall be at least 25mm (7/8-inch) thick above the top conductor in the slot and shall be flush with the pavement surface.

Elastomeric Sealant and Asphaltic Sealant shall not be used.

The CONTRACTOR shall test new detectors with a motor-driven cycle, as defined in the California Vehicle Code that is licensed for street use by the Department of Motor Vehicles of the State of California. The unladen weight of the vehicle shall not exceed 220 pounds and the engine displacement shall not exceed 100 cubic centimeters. Special features, components or vehicles designed to activate the detector will not be permitted.

The CONTRACTOR shall provide an operator who shall drive the motor-driven cycle through the response or detection area of the detector at not less than 3 miles per hour, nor more than 7 miles per hour.

The re-use of existing loop detectors is prohibited. CONTRACTOR shall install all new loop detectors per these Contract Documents, and as amended herein.

Any damage to existing loop detectors or lead-in cables occurring due to the CONTRACTOR's operations shall be immediately repaired by the CONTRACTOR at his expense, to the satisfaction of to the Engineer.

The CONTRACTOR shall place "STOP AHEAD" and "STOP" signs to direct vehicle and pedestrian traffic through the intersection during traffic signal system shutdown, which is only allowed as specified.

The CONTRACTOR shall notify the Engineer when inductive loops will be removed from services 48 hours prior to removal to ensure coordination with the City Engineering Department for any necessary adjustments to signal operation for the intersection involved.

Maintenance of the existing traffic signals, street lighting, signs or approved temporary replacements shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall contact Ed Wright, Senior Associate Engineer, (626) 570-5062, if any impact is anticipated to the normal signal operation or any loop detector.

The Contactor shall provide a twenty-four (24) hour number where any intersection problem can be reported. The CONTRACTOR will have one (1) hour in which to respond to the maintenance call.

LIGHT EMITTING DIODE PEDESTRIAN COUNT DOWN SIGNAL FACE MODULES.

LED pedestrian signal face modules shall conform to Section 86-4.03 of the Caltrans Standard Specifications (latest edition).

EMERGENCY VEHICLE PRE-EMPTION EQUIPMENT.

A complete functioning 3M Opticom (tm) emergency vehicle pre-emption system shall be installed at the locations shown on the plans. Emitters are not included in this contract

Emergency vehicle pre-emption equipment to be installed shall include the following items:

1. 3M Model 721 optical detector.(RELOCATE)
2. 3M Model 752 phase selector.
3. 3M Model 138 detector cable.
4. 3M Model 760 card rack.

Phase selectors shall be intended for use directly with Model 170 controllers with compatible software or National Electrical Manufacturers Association (NEMA) controllers.

Phase selectors shall be two channel devices conforming to the following requirements:

- a) Only one priority control output is allowed to be active at a time.
- b) High priority signals override low priority signals in the same channel or from channel to channel.

Phase selectors shall be capable of three levels of discrimination of optical signals and shall log information about encoded signals received. The log shall be stored in non-volatile memory that is maintained when power is removed.

The following information shall be stored in the activity log for each valid encoded signal received:

- a) Class
- b) Code
- c) Priority
- d) Direction
- e) Call Duration
- f) Final greens at end of call
- g) Duration final greens have been showing
- h) Time call ended in real time
- i) If the vehicle passed through intersection

The system shall be designed to prevent simultaneous pre-emption by

two or more emergency vehicles on separate approaches to the intersection.

When mounted on a signal mast arm, the optical detector shall be installed by drilling and tapping, or by approved mast arm clamp. Mast arm clamps shall be secured to the mast arm by pre-drilling and bolting or by any other method approved by the Engineer.

Emergency vehicle pre-emption sequences of operation shall be approved by the City Engineer prior to timing and signal turn-on.

It shall be the responsibility of the contractor to ensure that a knowledgeable representative of the manufacturer of the emergency vehicle pre-emption equipment be present for the first day of traffic signal operation to insure proper installation and operation of the equipment. The contractor shall arrange for and pay the cost of the services of the controller manufacturer to perform any controller modifications required for the installation, or operation of the emergency vehicle pre-emption equipment.

UNIVERSAL TIME BASE FOR TRAFFIC SIGNAL CONTROLLER (GPS)

The Universal Time Base (UTB) is an electronic device which shall provide accurate time of day information for traffic signal controllers. Its accuracy shall be derived from the atomic clocks of the United States government's Global Positioning Systems (GPS).

The UTB hardware shall include a GPS receiver with antenna and a microprocessor-based electronic circuit that reads the GPS time data. It shall accept user commands and perform other processing tasks such as returning the time, the day of the year, and the day of the week in an ASCII data stream. An antenna, coaxial cable, and BNC connector shall be included

UTB test & configuration software shall be included. The UTB test & configuration software shall be Windows XP and 7 compatible. This program shall be able to make changes to the UTB configuration via a RS232 DB9 interface.

TESTING

The unit as specified by the City shall be delivered to the County testing facility for acceptance testing, **at no cost**, prior to the installation.

The City reserves the right, at any time during the term of the contract, to reject any piece of equipment that fails to meet testing requirements or specifications. It is the vendor's responsibility to rectify any discrepancies and resubmit sample units as required for acceptance testing. The City, at its option, may return all affected equipment including warehoused equipment to the vendor for full credit or exchange

for newly accepted tested units. Any or all expenses incurred as a result of equipment being rejected during the term of the contract shall be borne by the vendor including any penalties resulting from project delays.

TYPE 170 ATC/HC11 CONTROLLER

This specification establishes minimum requirements demanded by the City for the purchase of Model 170 ATC traffic signal controller assemblies.

The City remains the sole judge on the ability of each device to meet specifications.

The intent of this specification is to establish the minimum acceptable electrical, mechanical, design, and performance requirements within which all equipment must operate satisfactorily and reliably.

All items supplied shall be new and unused.

2. PREQUALIFICATION REQUIREMENT

ALL equipment shall exist on the Los Angeles County -Department of Public Works "**QUALIFIED PRODUCT LIST**" current at the time the equipment is accepted by the City.

3. DOCUMENTATION

Each controller assembly delivered shall include two copies of the latest applicable manuals enclosed in the shipping container.

Each manual shall include the following parts in the order listed:

1.	Table of Contents
2.	Glossary
3.	General Description
4.	General Characteristics
5.	Installation
6.	Adjustments
7.	Theory of Operation a. Systems Description (include block diagram). b. Detailed Description of Circuit Operation.

8.	Maintenance a. Preventive Maintenance b. Trouble Analysis c. Troubleshooting Sequence Chart d. Wave Forms e. Voltage Measurements f. Alignment Procedures
9.	Technical Information: in the form of Manufacturer's published data sheets for medium and large-scale integrated circuits.

1 0 .	Parts List (include circuit and board designation, part type and class, power rating, component manufacturer, mechanical part manufacturer, data specification sheets for special design components, and original manufacturer's part number).
1 1 .	Electrical Interconnection Details & Drawings
1 2 .	Schematic and Logic Diagram.
1 3 .	Assembly Drawings and a pictorial diagram showing physical locations and identification of each component or part.

The date, serial numbers, and revision numbers of equipment covered by the manuals shall be printed on the front cover of the manuals.

Updated documentation shall be provided for all design changes or modifications to equipment, circuits, or components supplied to the City. Notification of impending changes shall be made by letter with supporting documentation to follow through in an expeditious manner. Sufficient copies of documentation shall be provided.

Traffic Signal Cabinet 332

1. GENERAL

This specification establishes minimum requirements demanded by the City for the purchase of Traffic Signal Cabinet 332 assemblies..

The City remains the sole judge on the ability of each device to meet specifications. The intent of this specification is to establish the minimum acceptable electrical, mechanical, design, and performance requirements within which all equipment must operate satisfactory and reliably.

All equipment and materials shall be new, unused, not refurbished, and of the highest quality in durability and workmanship.

The City reserves the right, at any time during the term of the contract, to reject any piece of equipment that fails to meet specifications. The City, at its option, will return all affected equipment, including warehoused equipment, to the vendor for full credit or exchange for newly acceptance-tested units. Any and all expenses

incurred as a result of equipment being rejected during the term of the contract shall be borne by the vendor.

2. PREQUALIFICATION REQUIREMENT

ALL equipment shall exist on the Los Angeles County -- Department of Public Works "QUALIFIED PRODUCT LIST" current at the time the equipment is accepted by the County.

3. DOCUMENTATION

Each cabinet assembly delivered shall include two copies of the latest applicable manuals enclosed in the shipping container.

4. QUALIFIED PRODUCT LIST (QPL)

Satisfactory completion of acceptance testing will be a prerequisite to formal acceptance of the unit.

It is the vendor's responsibility to supply only County-accepted equipment in order to avoid incurring costs and delays.

The City reserves the right, at any time during the term of the contract, to reject any piece of equipment that fails to meet testing requirements or specifications. Vendors shall be responsible, at their cost, to rectify all discrepancies and resubmit sample units as required for acceptance testing.

Any and all expenses incurred as a result of equipment being rejected during the term of the contract shall be borne by the vendor. Direct costs incurred by the County for County testing to place units onto the QPL shall be borne by the County and not passed onto the vendor

5. DELIVERY/TESTING

Cabinet assemblies and components covered by these specifications shall be delivered to the County for testing

At the City's discretion, upon delivery, each cabinet assembly or component shall be tested prior to acceptance, usage, and payment to the vendor. Testing is to ensure compliance with specifications and to verify the robustness of the product to better ensure it performs satisfactorily in the field environment with minimal potential of premature catastrophic failure. In addition to visual inspection, tests include electrical diagnostics, simulated environmental testing, and operation with programmed parameter and intervals.

6. WARRANTY/SUPPORT

It is the responsibility of the vendor to ensure that all equipment provided has been thoroughly tested prior to shipment and that each shipment conforms to these specifications. The minimum warranty for any equipment and materials shall be for a period of one year from the date of County test acceptance or the date received by the County, Whichever is later. The warranty shall cover all manufacturer's defects, parts, labor, and shipping costs.

The vendor shall also ensure manufacturer's support to the City. As-needed

support shall be made available to County personnel by telephone and in person. Technical support shall be provided at no additional cost to the City.

7. TRAFFIC SIGNAL CABINET 332, GENERAL

Unless otherwise specified, cabinets shall be furnished, ready for operation, with a Model 210E Conflict Monitor, in the following configurations:

The Power Supply Assembly is incorporated into each Power Distribution Assembly #2.

Provide one Model 242 DC Isolator for Stop Time / Flash Sense in addition to any requested on Purchase Orders.

Model 332 Cabinet shall consist of:

- Housing
- Mounting Cage
- Power Distribution Assembly #2
- Input Files I & J
- Output File
- C1 Harness
- Service Panel
- Input Panel
 - ▶ Model 242 DC Isolator Model 210E Conflict Monitor

All assemblies and files shall be mounted on the cage mounting rails. Cabinet model interface wiring shall be per specified C1 Harness, detailed wiring lists and required One Line Wiring Diagram.

CABINET SHIPPING REQUIREMENTS: Cabinets shall be delivered mounted on plywood shipping pallets. The pallets shall be bolted to the cabinet base. The cabinet shall be enclosed in a slipcover cardboard packing shell. The cabinet doors shall be blocked to prevent movement during transportation.

CABINET ADAPTERS: When specified, adapters shall be provided. The adapter shall be fabricated of the same material and finish as the cabinet.

All bolts, nuts, washers, screws (size 8 or larger), hinges, and hinge pins shall be stainless steel unless otherwise specified.

A cage mounting clear area for the controller unit shall be provided. The area shall extend 1.5 inches in front of and 16 inches behind the front EIA mounting angles.

All conductors, terminals, and parts, which could be hazardous to maintenance personnel, shall be protected with suitable insulating material.

CABINET HOUSING

The housing shall include, but not be limited to, the following:

- Enclosure
- Doors
- Latches
- Gasketing
- Police Panel
- Ventilation
- Locks
- Light Fixture
- Hinges and Door Catches
- Cage Supports and Mounting

CABINET CONSTRUCTION

The cabinet shall be rainproof with the top of the enclosure crowned a minimum of 1/2 inch to prevent standing water. It shall have single front and rear doors,

each equipped with a lock. When each door is closed and latched, the door shall be locked.

The enclosure, doors, lifting eyes, side panels, gasket channels, police panel, and all supports welded to the enclosure and doors shall be fabricated of 0.125 inch minimum thickness aluminum sheet, conforming to the requirements of ASTM designation: B 209 for 5052-H32 aluminum sheet. Bolted on supports shall be both the same material and thickness as the enclosure, or 0.105-inch minimum steel.

All exterior seams for enclosure and doors shall be continuously welded. All welds shall be smooth, and of equal or greater thickness than the base metal after all grinding and smoothing is completed. All edges shall be filed to a radius of 0.03125-inch minimum. Exterior cabinet welds shall be done by the gas tungsten arc (TIG) process only. Internal cabinet welds shall be done by either the gas metal arc (MIG) or gas tungsten arc (TIG) process.

ER53556 aluminum alloy bare welding electrodes conforming to AWS A5.10 requirements shall be used for welding on aluminum. Procedures, welders and welding operators shall conform to the requirements and practices in AWS B3.0 and C5.6 for aluminum.

All construction shall be free of dents, scratches, weld burn-troughs and abrasions harmful to the strength and general appearance.

ALUMINUM SURFACES shall conform to the following:

An anodic coating shall be applied to the aluminum surface after the surface has been cleaned and etched. The cleaning and etching procedure shall be to immerse in inhibited alkaline cleaner at 71 degrees Celsius for 5 minutes (Oakite 61A, Diversey 909 or equivalent in a mixture of 6 to 8 ounces per gallon of distilled water). Rinse in cold water. Etch in a sodium solution at 66 degrees Celsius for 15 minutes (0.5 ounce sodium fluoride plus 5 ounces of sodium hydroxide mixed per gallon of distilled water). Rinse in cold water. De-smut in a 50% by volume nitric acid solution at 20 degrees C for 2 minutes. Rinse in cold water.

The anodic coating shall conform to MIL-A-8625C (Anodic Coatings for Aluminum and Aluminum Alloys) for Type II, Class I Coating except that the outer cabinet surface coating shall have a 0.0007-inch minimum thickness and 27 milligrams per square inch minimum coating weight. The anodic coating shall be sealed in a 5% aqueous solution of nickel acetate (PH 5.0 to 6.5) for 15 minutes at 99 degrees Celsius.

The County, at its option, may require the winning bidder or contractor to submit written certification of compliance to the requirements listed in this Section.

The enclosure door frames shall be double flanged out on all 4 sides and shall have strikers to hold tension on and form a firm seal between the door gasketing and the frame. The dimension between the door edge and the enclosure external surface when the door is closed and locked shall be 0.156 (± 0.080) inch.

Gasketing shall be provided on all door openings and shall be dust tight. Gaskets shall be 0.25 inch minimum thickness closed cell neoprene or silicone, (BOYD R-10480 or equal), and shall be permanently bonded to the metal. If neoprene is used, the mating surface of the gasketing shall be covered with a silicone lubricant to prevent sticking to the mating metal surface. A Gasket Top Channel shall be provided to support the top gasket on the door to prevent gasket gravitational fatigue.

Cage bottom support mounting angles shall be provided on either side, level with the bottom edge of the door opening, for horizontal support and bolt attachment.

In addition, side cage supports shall be provided for the upper cage bolt attachments. Spacer brackets between the side cage supports and the cage shall be a minimum thickness; 0.188 inch if aluminum or 0.105 if steel.

All cabinets shall be provided with two removable lifting eyes for placing the cabinet on its foundation. The lifting eyes shall be located to provide reasonable balance when the cabinet is lifted. Each eye opening shall have a minimum diameter of 0.75 inch. Each eye, and its associated mounting hardware, shall be able to support a weight load of 1,000 pounds.

All exterior bolt heads shall be of the tamper-proof type.

DOOR LATCHES AND LOCKS

The latching handles shall have provision for padlocking in the closed position. Each handle shall be 0.75-inch minimum diameter stainless steel with a minimum 0.5-inch diameter stainless steel shank. The padlocking attachment shall be placed at 4.0 inches from the handle shank center to clear the lock and key. An additional 4.0 inches minimum gripping length shall be provided.

The latching mechanism incorporated shall be a three-point draw roller type.

The push-rods shall be turned edgewise at the outward supports and have a cross section of 0.25 inch thick by 0.75 inch wide, minimum. Rollers shall have a minimum diameter of 0.875 inches and shall be equipped with ball bearings and nylon wheels.

The push rods shall be .25-inch diameter minimum stainless steel, and shall be supported within 1.5 inches of their respective striker.

When the door is closed and latched, the door shall be locked. The locks and handles shall be on the right side of the front door and the left side of the rear door. The lock support shall be rigidly mounted on the door. Two stainless steel machine screws shall be used to attach the lock to the support. In the locked position, the bolt throw shall extend a minimum of 0.25 (± 0.03125) inch into the latch cam area. A seal shall be provided to prevent dust or water entry through the lock opening.

Cabinet locks shall be solid brass rim type compatible with Best 5L-series with interchangeable cores. Refer to the current APPROVED EQUIPMENT GUIDE for potential sources.

REFERENCE: Best Lock Olympus Lock
Front Door—5L7RL4XA7559-606 725RD-DR-LH
Rear Door—5L7RL3XA7559-606 725RD-DR-RH

Each cabinet shall be supplied with two door locks, each with a temporary construction core, keyed alike to the standard factory construction core combination. Two keys shall be supplied in each cabinet: one "Operating" and one "Control".

Keys shall be removable in the locked position only. The front portion of the lock shall neither be recessed nor shall it extend more than 0.1875 inch from the face of the door. The locks shall be mounted on the door in such a position that the tumblers are in the upper quadrant.

The locks shall have rectangular, spring loaded bolts. The bolts shall have a 0.281-inch throw and shall be 0.75 inches wide by 0.375 inches thick (tolerance is ± 0.035 inch).

The center latch cam shall be fabricated of a minimum thickness 0.1875 inch plated steel, minimum. The bolt surface shall horizontally cover the cam thickness. The

cam shall be structured to only allow the door to open when the handle is moved TOWARD the center of the door.

The cabinet ventilation, including intake, exhaust, filtration, fan assembly, and environmental control are as follows:

The front door shall be provided with louvered vents. The louvered vent depth shall be a maximum of 0.25 inches to minimize vandal and water entry. A pleated-media type air filter shall be provided behind the door vents. The filter filtration area shall cover the vent opening area such that no incoming air shall bypasses the filter. The filter shall be held firmly in place with a bottom bracket and a spring loaded upper clamp. The bottom filter bracket shall be formed into a waterproof sump with drain holes to the outside.

The filter shall be 16 inches wide by 12 inches high by 0.8750 inches thick.

A filter shell shall be provided that fits over the filter to provide mechanical support for the filter. The shell shall be louvered to direct the incoming air downward. The shell sides shall be bent-over a minimum of 0.25 inches to house the filter.

The intake (including filter) and exhaust areas shall pass a minimum of 60 cubic feet of air per minute.

Cabinets shall be equipped with an electric fan with ball or roller bearings and a capacity of at least 100 cubic feet of free air delivery per minute. The fan shall be mounted within the cabinet and vented.

The fan shall be thermostatically controlled and shall be manually adjustable to turn on between 33 degrees Celsius and 65 degrees Celsius with a differential of not more than 6 degrees Celsius between automatic turn on and off. The fan circuit shall be protected at 125% of the fan motor amp capacity. The manual adjustment shall be graded in 10 degrees Celsius increment scale.

HINGES AND DOOR CATCHES

Stainless steel hinges, with two bolts per leaf, shall be provided to bolt the door to the enclosure and shall have four hinges each hinge shall be 3.5 inches minimum length and have a fixed pin. The pin ends shall be welded to the hinge and ground smooth. The pins and bolts shall be covered by the door edge and not accessible when the door is closed.

Front and rear doors shall be provided with catches to hold the door open at both 90 and 180 \pm 10) degrees. The catches shall be capable of holding the door open at 90 degrees in a 60 mph wind acting at an angle perpendicular to the plane of the door.

The catch minimum diameter shall be 0.375 inch for plated steel or aluminum rods, or 0.25 inch stainless steel.

DOCUMENTATION ENVELOPE and HANGERS

Documentation envelopes, as described herein, shall be supplied by the vendor. The envelopes shall be the side opening "zip" type, fabricated of heavy-duty clear plastic, measuring 10 x 14 (\pm 1.0) inches. Two 3/8-inch (hole size) grommets shall be mounted on each envelope, spaced 12 5/8 inches center-to-center.

Means shall be provided on the front door to hang two separate plastic envelopes, as described in the previous section.

The hanging apparatus and plastic envelopes shall be located so as not to interfere with any of the interior cabinet mechanical or electrical mechanisms.

POLICE PANEL

A police panel assembly shall be provided to allow the police officers limited access to intersection control.

The police panel door shall be equipped with a lock. The lock shall be keyed for a master police key. One key shall be furnished with each police lock. Each police key shall have a shaft at least 1.75 inches in length.

The police panel shall contain two DPST toggle switches with contacts rated for 15 amperes at 120 VAC.

One switch shall be labeled "ON-OFF" and the other "FLASH/AUTOMATIC". The police panel assembly including switches shall not extend into the cabinet more than 1.5 inches.

The front and back of the panel shall be enclosed with a rigid metal covering so that no parts having line voltage are exposed.

The panel assembly shall have a drain to prevent water collecting within the assembly. The drain shall be channeled to the outside.

CABINET CAGE / RACK

Two controller-supporting angles shall be provided along each side of the cabinet. The angles shall be formed from an approved stock, and designed to support a minimum of 50 pounds each. The horizontal side of each angle shall be 3 inches. The angles shall be mounted 17.5 inches from the top of the mounting area. (adjustable vertically to any position).

CAGE / RACK REQUIREMENTS

A standard EIA 19-inch rack cage shall be installed inside the cabinet for mounting of the controller unit and cabinet assemblies.

The EIA rack portion of the cage shall consist of two pairs of continuous adjustable equipment mounting angles. The angle nominal thickness shall be either 0.1345-inch plated steel or 0.105 Stainless Steel. The angles shall be tapped with 10-32 threads with EIA universal spacing. The angle shall comply with Standard EIA RS-310-B and shall be supported at the top and bottom by either welded or bolted support angles to form a cage.

Clearance between rails for mounting assemblies shall be 17.75 inches.

The cage shall be bolted to each side of the cabinet at 4 points, via the cabinet cage supports and associated spacer brackets, two at the top and two at the bottom of the rails.

An Auto/Flash switch shall be provided for the use of Maintenance Personnel.

Means shall be provided to supply emergency power to the flasher and flash transfer relays in the event that the Power-Distribution Assembly is removed from the rack. This shall be accomplished in a manner, which prevents the application of emergency power unless the maintenance Auto/Flash switch is in the Flash position. Emergency power to the flasher and transfer relays shall be independently protected.

The Rack Assembly shall provide a receptacle, which shall intermate with and support the Power Distribution Assembly (PDA). The receptacle shall be equipped with a connector (BEAU SG 5413 ABT or equal). Means shall be provided to secure the PDA into the rack assembly.

The front face of all plug-in assemblies shall be flush with the front face of the Rack Assembly. The sole exception shall be the Flash Relay, which may be

mounted with its socket on the same plane as the flash transfer relay sockets. The front face of the Rack Assembly may be inset from the EIA rails a maximum of 1/2-inch.

The assembly shall allow air circulation from bottom to top.

Field wire terminal blocks and bus bars shall be mounted on the back panel of the assembly. The three signal output terminal blocks shall be mounted vertically and shall be the six-position type. The power line service terminal block and bus bars shall be mounted. The rear panel shall be hinged to allow it to swing down and provide access to terminals, relays, and connections as detailed elsewhere in the specifications.

The Rack Assembly shall provide for an Input File sub-assembly and an Output File sub-assembly, both of which shall be integral to the Rack Assembly as specified in detail under separate headings.

8. CABINET ASSEMBLIES, GENERAL

The following equipment shall be completely removable without removing any other equipment and using only a slotted or Phillips screw driver:

- Power Supply Assembly
- Power Distribution Assembly
- Input File
- Output File
- Monitor Unit Assembly

All fuses, circuit breakers, switches (except Police Panel Switches and Fan Fuse) and indicators shall be readily visible and accessible when the cabinet front door is open.

All equipment in the cabinet, when required, shall be clearly and permanently labeled. The marker strips shall be made of material that can be easily and legibly written on using a pencil or ballpoint pen. Marker strips shall be located immediately below the item they are to identify and must be clearly visible with the items installed. Cabinet environmental conditions shall not adversely affect marker strip material or message visibility.

Resistor-capacitor transient suppression shall be provided at all AC relay sockets (across relay coil), except for the Flash Transfer Relays in the output file, where one suppression device may be common for all.

A leakage resistor, which permits a small amount of current to pass through the heavy-duty relay coil, shall be installed across the terminals of relay sockets to overcome residual magnetism.

Assembly or file depth dimension shall include terminal blocks.

All assemblies and files shall allow air circulation through its top and bottom unless specified otherwise.

Socket types for the following equipment shall be: (or equal)

Load Switch	BEAU S-5412-LAB
Heavy Duty Relay	BEAU S-5408-LAB
Flasher Unit & Power Supply Module	BEAU 2-5406-LAB
210E Monitor Unit	PCB 28/56S

Connector sockets for Flasher Unit, Power Supply, and Load Switch modules shall be mounted with their front face 7.5 inches deep from assembly or file front panel.

Guides (top and bottom) shall be provided for Load Switch, Flasher Units, Monitor Units, Detector and Isolator Modules and Power Supply Module (bottom only). The guides shall begin 1.0 (± 0.5) inch in from the front panel surface and extend to within 0.5 inches of the connector socket face.

Assemblies and Files shall be fabricated of 0.080-inch minimum thickness aluminum or stainless steel sheet. Aluminum shall be Grade 6061, or better, T4 or T6 material. The metal surface shall be treated with clear chromate.

If pop rivets are used in fabrication of assemblies or files, they must be stainless steel.

POWER SUPPLY ASSEMBLY

A power supply shall be provided to supply +24 VDC to the Input and Output Files for use by their associated devices. The power supply shall be of ferroresonant design having no active components and conform to the following requirements:

LINE REGULATION: 2% from 90 to 135 VAC at 60 Hz, plus an additional 1.6% for each additional 1.0% frequency change.

LOAD REGULATION

5% from 1 ampere to 5 amperes with a maximum temperature rise of 30 degrees Celsius above ambient.

Design voltage: +24 \pm .5) VDC at full load, 30 degrees C, 115 VAC line voltage after a 30 minute warm-up period. No-load voltage shall not exceed +27 VDC.

FULL LOAD CURRENT

5 amperes, minimum.

Ripple / Noise: 2 Volts peak-to-peak and 500 millivolts RMS at full load. (Max.)

Line Voltage: 90 to 135 VAC

Efficiency: 70% minimum

Minimum Voltage: +22.8 VDC

Power Supply Circuit capacitors shall be rated for 40 volts, minimum.

The front panel shall include, but not be limited to:

All fuses or circuit breakers, properly labeled;

Power-ON indicator for D.C. Output, labeled "24VDC PWR";

Power-ON indicator for A.C. Input, labeled "AC Power";

Test points or meter for monitoring the output D.C. voltage.

Power-On indicators and the D.C. Voltage test points shall be on the protected side of their respective fuses or circuit breakers.

The assembly including terminals shall be protected to prevent accidentally contact with energized parts.

The power supply cage and transformer shall be securely braced to prevent damage in transit.

POWER DISTRIBUTION ASSEMBLIES (PDA)

The following equipment shall be provided with the power distribution assemblies: PDA #2 (County)

- 1 EA Duplex NEMA 5
15 R Controller Receptacle
- 2 EA Duplex NEMA 5
15 R Equipment Receptacles (one with GFI)
- 1 EA Single Pole 50 Amperes 120 VAC Main Circuit Breaker
- 1 EA 2 Pole Ganged 20 Amperes 120 VAC Flash Bus Circuit Breaker
- 1 EA Mercury Free Solid-State Type Contactor rated 60 Amperes, minimum, 120 VAC
- 2 EA Model 204 Flasher Units and Sockets
- 1 EA Model 206 Power Supply Module
and Socket 1 EA Auto/Flash Switch
- 1 EA FLASH ON Indicator
- 3 EA 10 position Terminal Blocks T1,
T2, and T4 1 EA 4 position Terminal
Block T3
- 6 EA Single Pole Signals Circuit Breakers 15 Amperes, 120 VAC,
With Auxiliary Switch feature and Curve 3 trip characteristics

PDA#2 and output file shall be separated by a 1 " gap with a metal strip covering gap and supporting front of PDA.

Rating of breakers shall be shown on face of breaker or handle. Breaker function shall be labeled below breakers on front panel.

The Signals Circuit Breakers, with the auxiliary switch feature shall be wired as follows. The breaker auxiliary switch circuit shall be open when the breaker is in the ON position. The auxiliary circuits shall be wired in parallel, so that any tripped breaker shall energize the Mercury Free Solid-State Type Contactor Coil, Flash Transfer Relay Coils, and the "FLASH" Indicator. The auxiliary switch contacts shall be rated at 5 amperes, 120 VAC, minimum.

The auxiliary switch circuit terminals shall be soldered.

The first equipment receptacle in the circuit shall have ground-fault circuit interruption as defined in the National Electrical Code. Circuit interruption shall occur with 6 mA of ground-fault current and shall not occur with less than 4 mA of ground-fault current.

An "Auto/Flash" switch shall be provided which, when placed in "Flash" position (down), shall energize the Mercury Free Solid-State Type Contactor Coil. When the switch is placed in the "Auto" position, (up) the Load switches shall control the signal indications. The switch shall be an SPST toggle switch rated for 15 amperes at 120 VAC.

A lamp labeled "Flash Operation" shall be provided on the assembly's front panel. The lamp shall be driven by flasher #1/ output #1 through Flash Relay Circuit No. 1, or per Circuit Breaker option.

All conductors from the power distribution assembly routed to the cabinet wiring shall be connected to the terminal block on the common side, except for the AC power conductor between the service terminal block and main circuit breaker. All internal conductors terminating at the blocks shall be connected to the other side of the blocks.

Terminal screw size shall be 10-32 for terminal blocks T1, T2, and T4, and 632 for terminal block T3.

MODEL 206 POWER SUPPLY

The Model 206 Power Supply Module shall meet the requirements specified.

The module chassis shall be vented. Its top and sides shall be open except for unit supports.

When resident in the PDA Assembly, the module shall be held firmly in place by a stud screw, assembly connector support panel, and a wing nut.

Surge Network: Two 0.5 ohm, 10 watt minimum, wire-wound power resistors with a 0.2 pH inductance shall be provided (1 on the AC+ power line, and 1 on the AC line). Three MOV surge arrestors, rated for 50 Joules, minimum, shall be supplied between AC and Equipment Ground, AC and Equipment Ground, and between AC and AC. A 0.68 pF capacitor shall be placed across AC and AC between the two power resistors and the MOV's.

INPUT FILE

The file shall have a maximum depth of 8.5 inches and shall intermate with, and support 14 two-channel detector sensor or isolator units.

The file shall provide a PCB 22/44S connector centered vertically for each two-channel detector. The associated number and letter side connectors shall be shorted internally. Pins D, E, F, J, K, L, and W shall be brought out to an 8-position terminal block on the back of the file (one spare terminal). The output emitters shall be common grounded with the ground terminating at TB-15, Position 4. The Input File shall have PCBA card guides both top and bottom. The card guides shall begin 1.0 (± 0.5) inch back from the front face of the file.

The Input File shall be provided with marker strips along the top and bottom to identify isolators and detectors in the file.

Terminal screw size for Input File Terminals shall be 8-32.

OUTPUT FILE, GENERAL REQUIREMENTS

All circuits in the Output File shall be individually wired. Printed circuit motherboards shall not be used in the Output File. No. 14 (minimum) stranded wire shall be used from the load switch connector pins to the field terminals, including wiring to the Flash Transfer Relays.

All cabinets shall be directly wired to flash all vehicle phases red.

Plastic or nylon guides (top and bottom) shall be provided to support the conflict monitor unit.

The controller unit outputs to the Output File shall be connected through Connector C4.

The Output File shall be provided with marker strips to identify load switches when mounted in the file.

The Monitor socket connector shall be a PCB 28/56S.

All conflict monitor channel green and yellow inputs shall be wired, with unconnected channel wires labeled and tied back in a bundle. Tied-back wires shall be of sufficient length to connect to any output file terminal.

It shall be possible to remove the monitoring device without causing the intersection to go into flashing operation. The cabinet shall be wired so that if the front cabinet door is closed with the monitor unit removed, the intersection shall go into flashing operation (See One Line Diagram). The cabinet shall contain a conspicuous warning against operation with the monitor unit removed.

Load switch connectors, monitor unit connectors, and flash transfer relay sockets shall be accessible from the back of the Output File without the use of tools or removal of any other equipment.

Field wire terminal blocks shall be mounted vertically on the back of the assembly. Output File shall have 3 terminal blocks with 12 positions. Terminal screw size shall be 10-32.

The Flash Transfer Relays shall be Heavy Duty Type. The coil of relay shall be energized only when the signals are in flashing operation and the police panel ON/OFF switch is ON. The relay shall transfer the field outputs from load switch output to flash control. The transfer shall not interrupt the controller unit operation.

The depth of the file shall not exceed 14.5 inches. RED MONITORING

INTERFACE

Cabinets shall be equipped with a Red Monitoring Interface, mounted integrally with the Output File, on the back panel, or mounted near the output file and accessible from the rear of the cabinet.

All associated wiring, connectors, and circuit boards shall provide adequate labeling. The red outputs from each load switch shall be wired to a connector, designated as P20, which interfaces to the Model 210E Conflict Monitor via a ribbon cable 24 (±2) inches in length

P20 Connector Pin Assignments shall be as follows:

PIN	FUNCTION	TERMINAL BLOCK	PIN	FUNCTION	TERMINAL BLOCK
1	Channel 15 Red	15	11	Channel 9 Red	9
2	Channel 16 Red	16	12	Channel 8 Red	8
3	Channel 14 Red	14	13	Channel 7 Red	7
*4	Chassis Ground	17	14	Channel 6 Red	6
5	Channel 13 Red	13	15	Channel 5 Red	5
*6	Special Func.2	18	16	Channel 4 Red	4
7	Channel 12 Red	12	17	Channel 3 Red	3
*8	Special Func.1	19	18	Channel 2 Red	2
9	Channel 10 Red	10	19	Channel 1 Red	1
10	Channel 11 Red	11	20	Red Enable	20

* Red Monitoring Special Functions

P20 Connector Pin Assignments.

Keying shall be between pins 3 & 5, and 17 & 19 (the odd numbered pins are on one side, and the even pins are on the other). The P20 connector and the CMU connector shall be keyed physically alike to prevent the Red Monitoring cable from being inserted into the P20 180 degrees out of alignment.

RED ENABLE INPUT

Pin 20 of the Red Monitoring Connector shall provide the Red Enable input to the monitor. Red Enable is a 120 VAC input to the conflict monitor that enables additional monitoring functions. Source for Red Enable shall be TB01 terminal 1.

Special Function 1 and 2 Inputs.

Pin 8, (Special Function 1), is for future use. Pin 6, (Special Function 2), is for future use. OUTPUT FILE:

The output file shall be capable of containing 12 Model 200 Load Switches, 4 Flash Transfer Relays, and the Model 210P Monitor Unit. Four Flash Transfer Relays and one Model 210E Monitor Unit shall be furnished with each output file.

The monitor unit compartment, (including the housed Model 210E Monitor Unit, exclusive of handle), shall extend no farther than 1.25 inches in front of the 19 inch

rack front surface. The load switch socket connector front surface shall be no more than 8.5 inches in depth from the front surface of the output file.

Conflict Monitor channels 9 and 10 shall be wired as follows:

CMU Channel	Field Terminal
9 YELLOW	105
9 GREEN	114
10 YELLOW	111
10 GREEN	120

AUXILIARY OUTPUT FILE: Model 420

The Auxiliary Output File shall; accommodate six Model 200 Load Switches and be provided with two Flash Transfer Relays.

All circuits in the Auxiliary Output File shall be individually wired. Printed circuit motherboards shall not be used in the Auxiliary Output File. No. 14 (minimum) stranded wire shall be used from the load switch connector pins to the field terminals, including wiring to the Flash Transfer Relays.

All Auxiliary Output Files shall be directly wired to flash Load Switches No. 1, 2, 4, and 5 red.

The controller unit outputs to the Auxiliary Output File shall be connected through Connector C5.

HEAVY DUTY RELAY: Model 430

Heavy-duty relays shall be the electro-mechanical type designed for continuous duty.

Each relay shall be enclosed in a removable, clear plastic cover. The manufacturer's name, electrical rating and part number shall be written clearly and permanently on the cover.

Each relay shall be provided with DPDT contacts. Contact points shall be of fine silver, silver alloy, or superior alternative material. Contact points and arms shall be capable of switching a 20 ampere at 120 VAC tungsten load per contact once every 2 seconds with a 50% duty cycle for at least 250,000 operations without contact welding or excessive burning, pitting, or cavitation.

The relay coils power consumption shall be 10 volt-amperes or less.

Each relay shall withstand a potential of 1500 VAC at 60 Hz between insulated parts and between current carrying or non-carrying parts. Each relay shall have a 1 cycle surge rating of 175 amperes RMS.

SIDE PANELS

Two panels shall be provided and mounted on the cage parallel to the cabinet sides. In viewing from the back door, the left side panel shall be designated as the "Input Panel" and the right side panel shall be designated as the "Service Panel".

CABINET HARNESSSES

The C1 Harness shall be a minimum of 4 feet in length. The harness wire bundle shall be provided with external protection and routed on the Input Panel Side of the cabinet. Sufficient length shall be provided to allow the C1P Connector to properly connect any approved Model 170 Controller Unit mounted in the cabinet.

One end of the C1 Harness shall be the C1P Connector with pin contacts wired per the detail assignment. The other ends of the harnesses shall terminate as follows:

C4S Connector (connected to C4P on Output File).

C5S Connector (connected to C5P on either the Input Panel or the Auxiliary Output File, Model 420).

Assigned Input Files I & J Positions and Logic Ground Bus.

Assigned Input File I Positions, Input Panel Terminal Block and Logic Ground Bus.

Assigned Input File I Positions, Input Panel Terminal Block, Load Switch connectors and Logic Ground Bus.

Conductors between the C1 Connector and the Input File(s) shall be of sufficient length to allow any conductor to be connected to any detector output terminal (Positions S, F, or W).

CABINET LIGHT REQUIREMENTS

Cabinet Light fixtures shall be connected to the cabinet wiring harnesses via an appropriate connector, to facilitate replacement of the entire fixture without disconnecting or desoldering wires.

Each 332 cabinet shall be equipped with one (1) fluorescent Sentinel lighting fixture Model No. SL20A1ORS mounted inside the top portion of the cabinet from front to rear. Any fixture other than the specified unit shall be submitted to the County for approval, prior to the delivery of the sample unit. The fixture shall have an F-15-T-8 cool white lamp; operated from a normal power factor, U.L. listed ballast. An R-C type surge suppressor shall be **SOLDERED** across the AC+ and neutral leads as close to the primary side of the ballast as practical. Door actuated switches shall be installed to turn the cabinet light on when either front or rear door is opened. The door switches shall be on a separate circuit; and used only to turn on the cabinet light.

CABINET WIRING

All cabinet wiring shall be neat, firm, and routed to minimize crosstalk and electrical interference.

CABINET WIRING DIAGRAM

Four sets of non-fading (comparable to Xerox 2080) cabinet wiring diagrams shall be supplied with each cabinet. The diagrams shall be nonproprietary. They shall accurately identify all cabinet circuitry in such a manner as to be readily interpreted. The cabinet drawing shall show the equipment layout in an elevation view as viewed from the rear of the cabinet with the left and right cabinet walls shown in their relative positions. The diagrams shall be placed in the plastic pouch and attached to the front cabinet door.

Two cabinet manuals shall be provided in the pouch together with the wiring diagram sets.

CONDUCTORS

All crimp and compression terminals shall be applied **ONLY** to bare wire. Solder **ONLY** after crimping. All conductors used in cabinet wiring shall terminate with properly sized non-insulated or clear insulated spring-spade type terminals except when soldered to a through-panel solder lug on the rear side of the terminal block or as specified otherwise. If non-insulated terminals are used, they shall be used for DC logic-level terminations only. All crimp-style connectors shall be applied with a properly aligned and adjusted power tool, (as recommended by the manufacturer of the terminals), which prevents opening of the handles until the crimp is completed.

Crimp-type connectors shall **NOT** be used on solid wires within any assembly

unless the connector is both crimped and soldered.

Conductors between the service terminal AC- and Equipment Ground and their associated bus, the equipment ground bus conductor to Power Distribution Assembly and cage rail, AC Bus to Power Distribution Assembly shall be No. 8 or larger.

All conductors unless otherwise specified shall be No. 22, or larger, with a minimum of 19 copper strands. Conductors shall conform to Military Specification: MIL-W-16878D, Type B, or better. The insulation shall have a minimum thickness of 10 mils and shall be nylon jacketed polyvinyl chloride except that Conductors No. 14 and larger may have Type THHN insulation (without nylon jacket), and shall be stranded with a minimum of 7 copper strands

All conductors, except those that can be readily traced, shall be labeled. Labels attached to each end of the conductor shall identify the destination of the other end of the conductor.

All conductors shall conform to the following COLOR-CODE requirements.

The grounded conductors of AC circuits shall be identified by a continuous white or gray color.

The equipment grounding conductors shall be identified by a solid green color or by a continuous green color with 1 or more yellow stripes.

The DC logic ground conductors shall be identified by a solid white color with a red stripe.

The ungrounded AC+ conductors shall be identified by a solid black or black with colored stripe.

The Logic ungrounded conductors shall be color coded differently from those circuits carrying AC voltages.

Other conductors shall be identified by any color not specified above.

All wiring harnesses shall be neat, firm and routed to minimize crosstalk and electrical interference. Printed circuit motherboards are to be used where possible to eliminate or reduce cabinet wiring, EXCEPT IN THE OUTPUT FILE.

Wiring containing AC shall be routed and bundled separately or shielded separately from all logic voltage control circuits.

Cabling shall be routed to prevent conductors from being in contact with metal edges. Cabling shall be arranged so that any removable assembly may be removed without disturbing conductors not associated with that assembly.

Within the cabinet, the DC logic ground and equipment ground shall be electrically isolated from the AC grounded conductor and each other by 500 Megohms when tested at 250 VDC, with the power line surge protector disconnected.

The AC- copper terminal bus shall not be grounded to the cabinet or connected to logic ground. Nylon screws with a minimum diameter of 0.25 inch shall be used for securing the bus to the service panel.

The cabinet power supply DC Ground shall be connected to the DC logic ground bus using a No. 14, or larger, stranded copper wire.

Each detector lead-in pair, from the field terminals in the cabinet to the sensor unit rack connector, shall be a cable of UL Type 2092 or better, and shall have terminals that are both crimped and soldered. The stranded tinned copper drain wire shall be connected to a copper equipment grounding bus located on the Input Panel.

TERMINAL BLOCKS

The terminal blocks shall be barrier type rated at 20 amperes, 600 volts RMS minimum. The terminal screws shall be 0.3125 inch minimum length, nickel plated brass, standard machined slot binder head type (neither stamped nor a combination slot-Phillips), with screw inserts of same material. Screw size is specified under associated cabinet assembly, file or side panel.

Round inserts shall not be used in any terminal blocks without specific County approval.

Screw inserts and screws shall be designed to meet the following minimum torque requirements:

6-32	8 in-lbs
8-32	16 in-lbs
10-32	25 in-lbs

INPUT PANEL TERMINAL BLOCKS: Each input panel terminal block provided for field wire termination of detector inputs shall be a Kulka #602- GP-12-SLB (or approved equivalent). Each terminal block shall be a 12-position eyelet constructed type, engaging a minimum of 3% threads per terminal, mounted with an insulating strip if an open-back design. A marker strip may be used as an insulating strip.

POWER LINE SERVICE TERMINAL BLOCK: The terminals of the power line service terminal block shall be labeled "L1" and "AC-", and shall be covered with a clear insulating material to prevent inadvertent contact. Terminating lugs large enough to accommodate No. 2 conductors shall be furnished for the service terminal block.

Service Terminal Block, Marathon 4 terminal, or approved equal, shall be provided.

POWER LINE SURGE PROTECTION

Two types of power line surge protectors shall be provided between both line conductors (AC+ and AC-) and equipment ground. The protectors shall be installed at the service terminal block.

If terminal lugs are used on the leads of the devices, they shall be crimped and soldered.

One type of surge protector shall be the Three-Electrode Gas Tube Type and shall have the following ratings:

IMPLUSE BREAKDOWN: Less than 1000V in less than 0.1psec at 10 kV/psec.

STANDBY CURRENT: Less than 1 mA.

STRIKING VOLTAGE: Greater than 212 VDC.

Capable of withstanding 15 pulses of peak current each of which will rise in 8 psec and fall in 20 psec to 0.5 of the peak voltage at 3 minute intervals. Peak current rating shall be 20,000 amperes.

The other type of surge protector shall be Metal Oxide Varistor (MOV). One shall be installed between AC+ and equipment ground and the other between AC and equipment ground. The MOV shall have the following ratings:

RECURRENT PEAK VOLTAGE: 212 Volts

ENERGY RATING MINIMUM: 50 Joules

POWER DISSIPATION: Average 0.85 Watt

PEAK CURRENT FOR PULSES: 2,000 Amperes for less than 6 psc
STANDBY CURRENT: Less than 1 mA