

INVITATION FOR BIDS



FOR CONSTRUCTING

SANTA ROSA COMPLETE STREETS ROAD DIET ON TRANSIT CORRIDOR

CONTRACT NUMBER
C01870

FEDERAL PROJECT NO.
STPL-5028(076)

ISSUED BY
**CAPITAL PROJECTS ENGINEERING DIVISION
CITY OF SANTA ROSA, CALIFORNIA**

2017

ATTENTION
Prebid Conference
See Page 1



STATE OF CALIFORNIA

INVITATION FOR BIDS

CONTAINING:

NOTICE TO BIDDERS

SPECIAL PROVISIONS

BID FORMS

CONTRACT

FOR

SANTA ROSA COMPLETE STREETS ROAD DIET
ON TRANSIT CORRIDOR

Contract No. C01870

SANTA ROSA COMPLETE STREETS ROAD DIET ON TRANSIT CORRIDOR

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CITY OF SANTA ROSA
STATE OF CALIFORNIA

NOTICE TO BIDDERS

➤	For technical questions regarding this project, contact Lisa Welsh at (707) 543-3909.
➤	For direct access to plans, specifications and planholders' lists, go to www.srcity.org/bids and click on <u>Bid/Proposal Opportunities</u> or call (707) 543-3800.
➤	For direct access to bid results, go to www.srcity.org/bids . Under Link to Capital Projects, click on <u>Capital Projects Contracts</u> or call (707) 543-3835.

- IMPORTANT -

Bid Acceptance Deadline

Sealed bids will be accepted at the Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, California 95401 until 2:00 p.m., April 27, 2017, for Santa Rosa Complete Streets Road Diet on Transit Corridor, Contract No. C01870. (Engineer's Range: \$1,400,000 - \$1,900,000.)

Bids tendered after this deadline will not be accepted. The official time clock for accepting bids will be an electric date and time stamping clock, located in the Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, California. In order to be accepted, bids must be received prior to 2:00 p.m. Therefore, a bid stamped in at 1:59 p.m. will be accepted, but one delivered at or after 2:00 p.m. is late and will not be accepted.

The DBE goal percentage for this contract is 14 percent.

Bidder's attention is called to the fact that the work to be performed under this contract is partially funded by Federal Grants (CMAQ & RIP), and the Contractor will be required to comply with all Buy America and all Equal Opportunity provisions and Requirements, including minority and female goals of employment, all Provisions in 12-G Required Federal-Aid Contract Language, and the Federal Labor Standards provisions and wage rates, all as set forth fully in the specifications.

Pre-Bid Meeting

Prospective bidders, subcontractors, and material suppliers are invited to attend a pre-bid meeting scheduled to be held at 10:00 a.m., April 18, 2017, in the Transportation and Public Works Department located at 69 Stony Circle, Santa Rosa, California.

Subcontractor Information; Department of Industrial Relations Registration

Bidders shall provide the names, business addresses and license numbers of all subcontractors listed on bidder's List of Subcontractors. No contractor or subcontractor may be listed on a bid for this public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for this public works project unless registered with the DIR pursuant to Labor Code section 1725.5. This public works project is subject to compliance monitoring and enforcement by the DIR.

Estimated Quantities

SANTA ROSA COMPLETE STREETS ROAD DIET ON ON TRANSIT CORRIDOR

Item No.	Description	Quantity	Units
1	TRAFFIC CONTROL	1	LS
2	LOWER EXISTING VALVE BOXES	30	EA
3	LOWER EXISTING MONUMENTS	17	EA
4	LOWER EXISTING MANHOLES	27	EA
5	ADJUST EXISTING VALVE BOXES TO GRADE	30	EA
6	ADJUST EXISTING MONUMENTS TO GRADE	17	EA
7	ADJUST EXISTING MANHOLES TO GRADE	27	EA
8	PAVEMENT REPAIR / DIGOUT	3,500	SY
9	SHOULDER BACKING	125	TON
10	PAVEMENT GRID	18,000	SY
11	ASPHALT CONCRETE SURFACE	3,860	TON
12	ASPHALT CONCRETE BASE	4,210	TON
13	EDGE GRIND - VARYING WIDTHS	2,860	LF
14	MILL - VARYING DEPTHS	17,100	SY
15	INSTALL SIGN	14	EA
16	INSTALL 2-INCH SIGN POST	5	EA
17	RELOCATE SIGN AND POST	1	EA
18	REMOVE SIGN	3	EA
19	CURB AND GUTTER	695	LF
20	SIDEWALK	4,360	SF
21	DETECTABLE WARNING SURFACE	369	SF
22	SITE WALL	18	LF
23	FENCE BARRIER	20	LF
24	12 AND 24 INCH THERMOPLASTIC LINE	1,836	SF
25	8 INCH THERMOPLASTIC LINE	915	SF
26	6 INCH THERMOPLASTIC LINE	7,653	LF
27	4 INCH THERMOPLASTIC LINE	1,549	LF
28	THERMOPLASTIC ARROW	46	EA
29	THERMOPLASTIC LEGEND	7	EA
30	THERMOPLASTIC BIKE LANE MARKING	21	EA
31	THERMOPLASTIC BICYCLE DETECTOR MARKING	12	EA
32	MEDIAN ISLAND TREATMENT	6	EA
33	THERMOPLASTIC YIELD LIMIT LINE	48	SF
34	RAISED PAVEMENT MARKER, REFLECTIVE	584	EA
35	RAISED PAVEMENT MARKER, NON-REFLECTIVE	2,594	EA
36	DETECTOR LOOP	2	EA
37	NO. 5 PULL BOX	20	EA
38	ADJUSTMENT TO GRADE (I)	74	EA

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the City of Santa Rosa does not expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, as may be deemed necessary or expedient by the Engineer.

Bids shall be made in accordance with the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of the DIR pursuant to Labor Code sections 1770 *et seq.*

Contractor shall be responsible for compliance with the Immigration Reform Control Act of 1986.

If the project requires the employment of workers in any apprenticeable craft or trade, once awarded, Contractor and subcontractors must apply to the Joint Apprenticeship Council unless already covered by local apprentice standards (see Labor Code section 1777.5).

All bids are to be compared on the basis of the Engineer's estimate of the quantities of work to be performed. No bid will be awarded to a contractor who is not licensed in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code. Contractor must hold a Class A license for this project.

Project plans, bid and contract forms for C01870 Santa Rosa Complete Streets Road Diet on Transit Corridor may be obtained through PlanetBids at www.srcity.org/bids. These documents can no longer be obtained at the Transportation and Public Works Department.

No bid will be accepted unless it is made on the contract bid forms furnished by the Transportation and Public Works Department through PlanetBids. The original of the completed bid forms bearing original signatures must be submitted. A bid will not be accepted unless the bidder registers as a vendor through PlanetBids at www.srcity.org/bids, downloads documents/attachments, and is added to the prospective bidders list for this project.

The successful bidder will be required to hold a current City of Santa Rosa business tax certificate issued pursuant to Chapter 6.04 of the Santa Rosa City Code before commencing work on this project. For information regarding the business tax, contact Revenue and Collections at (707) 543-3170.

For any moneys earned by Contractor and withheld by the City of Santa Rosa to ensure the performance of the Contract, Contractor may, at its request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Section 22300 of the California Public Contract Code.

The City of Santa Rosa reserves the right to reject any or all bids and the right to waive minor irregularities or informalities in any bid or bonds.

/s/

4/3/2017

STEPHEN DITTMER
Supervising Engineer

Date

SPECIAL PROVISIONS

General Specifications

CITY OF SANTA ROSA, CALIFORNIA

SANTA ROSA COMPLETE STREETS ROAD DIET ON TRANSIT CORRIDOR

1 GENERAL

The work described herein shall be done in accordance with the "Contract Documents," which are the:

1. Special Provisions
2. City of Santa Rosa Design and Construction Standards (City Standards)
3. City of Santa Rosa Construction Specifications for Public improvements (City Specifications)
4. State of California Department of Transportation Standard Specifications 2010 (Standard Specifications), and
5. State of California Department of Transportation Standard Plans 2010 (Standard Plans).

In the event of a conflict in any of these documents, the order of precedence shall be determined by Section 5-1.02 of these Special Provisions.

Whenever the Standard Specifications use the terms State of California, Department of Transportation, Director, Engineer, or Laboratory, the following terms shall be substituted therefor, and any reference to any of the foregoing terms shall be understood and interpreted to mean and refer to such substituted terms as follows:

For State of California - the City of Santa Rosa;

For Department - the City of Santa Rosa Department of Transportation and Public Works or the City of Santa Rosa Water Department;

For Director - the City Engineer of the City of Santa Rosa;

For Engineer - the City Engineer of the City of Santa Rosa or the City Engineer's authorized agents;

For Laboratory – Materials Engineering of the City of Santa Rosa Water Department, or such other laboratory as may be authorized by the City.

Unless otherwise provided, whenever in these Special Provisions attention is directed to specific provisions in the Standard Specifications, such direction shall not be interpreted as excluding other applicable provisions of the Standard Specifications.

Unless otherwise provided, when sections and subsections of the Standard Specifications are used in these Special Provisions, such use is not exclusive and shall not be interpreted as excluding other applicable provisions of said sections and subsections, but is only intended to add to or modify such sections or subsections.

Unless otherwise provided, full compensation for compliance with these Special Provisions is included in the contract price and no additional allowance will be made to Contractor therefor.

The Standard Specifications are hereby modified to delete any reference or incorporation of provisions providing for or requiring arbitration of any and all claims and disputes arising under this contract.

2 BIDDING

2-1.06 Bid Documents: Prospective bidders will be furnished with an Invitation for Bids which will state the location and description of the contemplated public works project and will show the approximate estimate of the various quantities and kinds of work to be performed and materials to be furnished with a schedule of items for which unit prices are requested.

2-1.07 Approximate Estimate: The quantities given in the Contract Documents are approximate only, being given as a basis for the comparison of bids, and the City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or part of the work or to omit parts of the work, as may be deemed necessary or advisable by the Engineer.

2-1.31 Examination of Project Plans, Specifications, City Standards, Invitation for Bids and Work Site: Prior to submitting a bid, the bidder shall carefully examine the Project Plans, Invitation for Bids, City Standards and the proposed work site. If any person contemplating submitting a bid for this public works project is in doubt as to the meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the Contract Documents, he or she may submit a written request for interpretation or correction to the Engineer. The written request must be received by the Engineer a minimum of 96 hours prior to bid opening. Any interpretation or correction of the Contract Documents prior to bid opening will be made only by written addendum issued by the City. A copy of such addendum will be mailed or faxed to each Planholder. The City will not be bound by any other explanations or interpretations of the Contract Documents.

2-1.33 Bid Document Completion: Any references to Opt Out of Payment Adjustments for Price Index Fluctuations in the Standard Specifications are deleted in their entirety.

2-1.33A Bid Forms: All bids shall be made on bid forms obtained from PlanetBids at www.srcity.org/bids. The bidder shall submit its bid on the original bid forms furnished by the City. Bids submitted on forms other than the forms furnished to the bidder by the City will not be considered.

The bid forms to be submitted at the time of and with the bid are:

1. Unit Price Schedule
2. List of Subcontractors
3. List of Previous Similar Jobs
4. Noncollusion Declaration
5. Bid Guaranty Information and Bidder's Information and Signature
6. Bid Guaranty (Bid Bond or alternate security)

All bids shall give the proposed prices and must bear the original signature of the bidder. Bidders shall fill in all blanks on the bid forms where required. A bid will not be accepted unless the bidder registers as a vendor through PlanetBids at www.srcity.org/bids, downloads documents/attachments, and is added to the prospective bidders list for this project.

2-1.33B Registration with DIR: No contractor or subcontractor may be listed on a bid for this public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for this public works project unless registered with the DIR pursuant to Labor Code section 1725.5. This public works project is subject to compliance monitoring and enforcement by the DIR.

2-1.33C Subcontractors: The Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100-4113, inclusive (the "Act") shall apply to all subcontracts in excess of one-half of one percent of the total amount of a bid. The Act requires subcontractors, if used for such work, to be listed in the contractor's bid and prohibits the substitution of subcontractors, except as authorized by the Act. Each bidder shall, with respect to the work of any subcontractor in excess of one-half of one percent of the total amount of the bid, include as part of the bid on the bid form provided:

1. The name, business address and DIR registration number of each subcontractor who will perform work or labor or render services to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Project Plans or other Contract Documents in an amount in excess of one-half of one percent of the Contractor's total bid; and
2. The portion of the work that will be done by each subcontractor. Only one subcontractor shall be listed for each portion.

The purchase of sand, gravel, crushed rock, batched concrete, aggregate, ready-mixed concrete, and/or any other materials produced and furnished by established and recognized commercial plants, together with the delivery of such materials to the work site by the source of the materials or by recognized commercial hauling companies, is not considered as subcontracting under this section.

2-1.33E Rejection of Bids Containing Alterations, Erasures or Irregularities: Bids may be rejected if they show any alterations of forms, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind.

2-1.34 Bid Guaranty: All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's or certified check, or by a bidder's bond made payable to the City of Santa Rosa and executed as surety by a corporate surety authorized and admitted to transact a surety business in the State of California in an amount equal to ten percent of the amount of the bid. No bid shall be considered unless such cash, cashiers or certified check, or bidder's bond is enclosed with the bid. Any bidder's bond shall contain provisions for forfeiture consistent with California Public Contract Code section 20172.

2-1.40 Withdrawal of Bid: A bid may be withdrawn prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a written request to withdraw the bid, executed by the bidder or the bidder's authorized representative, is filed with the Engineer before this deadline. The withdrawal of a bid shall not prejudice the right of a bidder to submit a new bid.

2-1.43 Public Opening of Bids: Bids will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents are invited to be present.

2-1.46 Disqualification of Bidders: Serial bids from the same bidder will not be accepted. This section shall not be interpreted to mean that the same contractor may not be the contractor in one bid and listed as a subcontractor in another bid, provided that no collusion exists.

2-1.48 Competency of Bidders: No bid will be accepted from or contract awarded to a contractor that is not licensed in accordance with the law, that does not hold a license qualifying it to perform work under this contract, to whom a bid form has not been issued by the Engineer, or that has not successfully completed projects of similar character, scope and cost to the proposed project. Bidders will be required to provide a list of previous similar jobs with their bids.

3 CONTRACT AWARD AND EXECUTION

3-1.04 Contract Award: The City reserves the right to reject any or all bids. Bids are required for the entire work described herein. All bids will be compared with the Engineer's estimate of the quantities of work to be completed. Contract award, if any, will be made to the lowest responsible bidder within sixty days from the date bids are opened.

3-1.05 Contract Bonds:

Within ten days after receipt of the Notice of Award, the successful bidder shall provide the following bonds to the City:

- a. **Performance Bond:** A performance bond to guarantee the faithful performance of the terms and conditions of the Contract by Contractor, which shall be executed in a sum of not less than one-half of the Contract price;
- b. **Labor and Materials Bond:** A labor and materials bond (payment bond) in accordance with Part 6 of Division 4, sections 8000 *et seq.* of the California Civil Code, to guarantee against any and all claims of subcontractors or other third parties furnishing labor, materials, or supplies for the Contract, which shall be executed in a sum of 100% of the Contract price; and
- c. **Material Guaranty Bond:** A material guaranty bond (warranty bond) to serve as surety for the guarantee requirements outlined in Section 6-3.01B, which shall be executed in a sum of not less than one-half of the Contract price.

The bond(s) shall be provided in a form acceptable to the City and issued by a corporate surety in good financial standing and authorized and admitted to transact a surety business in the state of California for the purposes and in the amount(s) stated above.

Whenever the financial or legal status of any surety on any such bond(s) is/are unacceptable to the City, it may make a demand to Contractor for further bond(s) or additional surety, not exceeding the sums originally required. Thereafter, no payment shall be made upon the Contract to Contractor or any assignees of Contractor until such bond(s) or additional surety has/have been provided to the City.

3-1.07 Indemnification and Insurance: **Indemnification:** Contractor shall defend, hold harmless and indemnify City, its officers, agents and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death; damage to personal, real or intellectual property or the environment; contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with the performance of or the failure to perform the Contract by Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not such Liabilities are caused in part by a party indemnified hereunder, or such Liabilities are litigated, settled or reduced to judgment; provided, that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from (i) the sole negligence, or willful misconduct of, or defects in design furnished by City, its agents, servants, or independent contractors who are directly responsible to City (excluding Contractor), or (ii) the active negligence of City.

The existence of any of the insurance policies or coverages described in this Contract shall not affect or limit any of City's rights hereunder, nor shall the limits of such insurance limit Contractor's liability to the City hereunder. The provisions of this section shall survive any expiration or termination of the Contract.

Insurance: Contractor shall maintain in full force and effect all of the insurance coverage described in and in accordance with the insurance requirements set forth below. Maintenance of such insurance coverage during the entire performance of the Contract is a material element of the Contract. Failure by Contractor to (i) maintain or renew coverage, (ii) provide notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, if necessary, may be deemed a material breach of the Contract by Contractor, whereas the City shall be entitled to all rights and remedies at law or in equity. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under the Contract. In the event Contractor retains or utilizes any subcontractors or sub-consultants in performance of the work, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements herein set forth below.

Insurance Requirements:

A. Insurance Policies: Contractor shall maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with an AM Best rating of no less than A:-VI or a rating otherwise acceptable to the City.

	Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1.	Commercial general liability	\$5 million per occurrence \$5 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include products liability and completed operations coverage which shall continue for a period of three years after acceptance of the work by the City. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Completed Operations Coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 37 04 13. See endorsements below for other Additional Insured Requirements. Coverage shall not exclude subsidence.
2.	Business auto coverage	\$3 million	Coverage at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1). Insurance shall cover owned, non-owned and hired autos.

3.	Workers' compensation and Employer's Liability	\$1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.
4.	Contractor's pollution legal liability and/or asbestos legal liability and/or errors and omission (if the City determines, in its sole discretion, that the project involves environmental hazards)	\$1 million per occurrence or claim \$2 million aggregate	If the work involves lead-based paint or asbestos identification/remediation, the pollution liability policy must not contain lead-based paint or asbestos exclusions. If the work involves mold identification, the pollution liability policy must not contain a mold exclusion and a definition of "Pollution" in said policy shall include microbial matter including mold.
5.	Course of construction/builders' risk	Amount of completed value of project without co-insurance provisions	Required for construction projects over \$3 million. The City shall be named as loss payee.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this Contract, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be in excess of Contractor's insurance and shall not contribute with it. Endorsements at least as broad as 20 01 04 13 or evidence of policy language will be required in non ISO CGL policies.
 - b. **The City of Santa Rosa, its officers, agents and employees are to be covered as additional insureds on the CGL policy.** Additional Insured Endorsements at least as broad as 20 10 04 13 or 20 38 04 13 are required.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Contract. The City reserves the right to require complete copies of all required policies and endorsements during the duration of the Contract and for a period of three years following City's acceptance of the work.

D. Other Insurance Provisions:

1. No policy required by this Contract shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Contract are intended to apply to the full extent of the policies. Nothing contained in this Contract limits the application of such insurance coverage. Coverage for an additional insured shall NOT be limited to the insured's vicarious liability. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Contractor may be required to provide financial guarantees.
4. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3-1.18 Contract Execution: The fully executed Contract, original bonds and insurance certificates and endorsements required under the Contract shall be delivered to the City within ten calendar days of Contractor's receipt of the Notice of Award.

The Engineer will supply Contractor with up to ten sets of the Invitation for Bids and Project Plans. At least one complete set of the Invitation for Bids and Project Plans shall be kept at the construction site in good condition and made available to the Engineer at all times. Additional copies of the Invitation for Bids and Project Plans will be provided by the Engineer at Contractor's cost.

3-1.20 Failure to Execute Contract: Contractor's failure to deliver to the City the fully executed Contract within ten calendar days of Contractor's receipt of the Notice of Award shall be cause for the cancellation of the award and the forfeiture of the bid guaranty to the City. If the successful bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible bidder. The refusal or failure by the second or third lowest responsible bidder to deliver to the City the fully executed Contract within ten calendar days of receipt of the Notice of Award to the respective bidder shall likewise be cause for the cancellation of the award and the forfeiture of the bid guaranty of the respective bidder. In its discretion, the City may then re-advertise the project or construct it by day labor.

3-1.21 Return of Bid Guarantees: Within ten days after the opening of bids, the City will return the bid guarantees to all bidders except the three lowest responsible bidders. The bid guarantees of the three lowest responsible bidders will be retained until the Contract has been fully executed. In the event all bids are rejected, all bid guarantees will be returned to the respective bidders.

3-1.22 Subcontractors: The successful bidder shall furnish a list of all subcontractors as required under Sections 2-1.33C & D. The list shall include the name, business address, DIR registration number and the state contractor's license number of each subcontractor on the list and the names of the responsible managing employees whose names appear on the subcontractors' licenses.

4 SCOPE OF WORK

4-1.05 Changes and Extra Work: All changes to the Contract shall be made by written change order only.

All extra work shall be recorded by Contractor on a daily report signed by both the City and Contractor. The “daily reports” shall thereafter be considered the true record of extra work performed. A copy of the daily reports will be furnished to Contractor. Contractor is directed to Section 9-1.04 of this Invitation for Bids.

4-1.05C Compensation for Altered Quantities: Payment and compensation for altered quantities shall conform to the provisions of Section 9-1.06 of the Standard Specifications, except as modified herein.

5 CONTROL OF WORK

5-1.02 Contractor's Copies of Contract Documents: In the event of a conflict in any of the Contract Documents, the order of precedence from highest to lowest shall be as follows:

1. Special Provisions
2. City Standards
3. City Specifications
4. Standard Specifications
5. Standard Plans

5-1.05 Order of Work: The work as shown on the Project Plans and as specified in the Invitation for Bids shall be constructed in a sequence that is satisfactory to and approved by the Engineer.

Contractor shall prepare a work schedule per Section 8-1.02 of the Standard Specifications.

With the exception of trenching, all existing street, street light base, curb and gutter, storm drain, water line, and sewer line work shall be completed before any existing street paving is removed.

Full compensation for the conformance to the requirements of this section is included in the Contract price and no additional allowance will be made to Contractor for this work.

5-1.17 Character of Workers: Contractor is directed to Section 5-1.17 of the Standard Specifications which states:

"If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the request of the Engineer, and such person shall not again be employed on the work."

No additional compensation shall be granted to Contractor in the event City exercises any part of its rights under this section and any and all costs related to such exercise shall be borne by Contractor.

5-1.20 Cooperation with Other Entities: Attention is directed to Section 5-1.20 of the Standard Specifications.

Other construction including but not limited to utility, power, and pipe line relocation, may be in progress by other forces within and adjacent to the project area at the same time work is being performed under this Contract by Contractor.

Contractor shall cooperate with the forces performing other work, to the end that such forces may conduct their operations with as little inconvenience and delay as possible. Contractor shall grant such forces access to the project area as is reasonable and necessary to transport materials and equipment to the site of operations by the other forces.

5-1.20B(4)(a) Offsite Staging Areas and Construction Yards: Attention is directed to Santa Rosa City Code section 20-52.040, Temporary Use Permit.

A Temporary Use Permit shall be obtained for any offsite construction yard on private property to be used for any of the following:

- a. Stockpiling of equipment and/or materials;
- b. Staging of construction;

- c. Placement of work trailers or mobile offices;
- d. Storage of trench spoils; or
- e. Other construction related activities not specifically enumerated above.

5-1.26 Lines and Grades: Contractor shall carefully preserve all bench marks, grade stakes, and all other survey markers. In the case of willful or careless destruction, Contractor shall bear the cost of replacing the markers.

Contractor shall contact the Engineer directly for coordination of survey staking. Written staking requests must be submitted at least two working days in advance of the date and time stakes are needed.

5-1.27B Examination and Audit: Pursuant to California Government Code section 8546.7, any contract with the City involving expenditures in excess of \$10,000 shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment is made to Contractor by City under this Contract. Any such examination and audit will be confined to those matters connected with the performance of this Contract.

5-1.30A Inspection: Contractor shall bear all costs associated with the re-inspection of any defective, rejected or unauthorized work as determined by the Engineer in Engineer's sole discretion. Such costs of re-inspection, including any costs incurred by the City for additional staff time or fees for third-party consultant inspectors, will be deducted from one or more progress payments hereunder.

5-1.36A Property and Facility Preservation: Attention is directed to Section 5-1.36 of the Standard Specifications.

At Contractor's sole expense, all fences, gates, landscaping, drainage ditches, sidewalks, irrigation systems, and any other improvements that are damaged, removed or destroyed because of Contractor's operations, shall be replaced in accordance with City Standards at a minimum and restored to the same or better condition. Concrete surface treatment and score marks shall match adjacent existing concrete improvements.

5-1.36E Obstructions: Attention is directed to Section 5-1.36 of the Standard Specifications and to the possible existence of underground gas mains, high voltage lines, telephone ducts, storm drains and water and sewers systems, the locations of which are not shown on the Project Plans. The determination of the location of these facilities and the cost of repair or replacement in the event of damage to such facilities are the sole responsibility of Contractor.

Should Contractor alter any public utility or private improvements to facilitate its operations or for its sole benefit, which alteration would not be otherwise required, Contractor shall make whatever arrangements are necessary with the owner or controlling authorities, and shall bear all expenses in connection therewith. Any damages to any public utility or private improvement caused by Contractor shall be repaired by Contractor at its sole expense and to the full satisfaction of the Engineer or the controlling authority.

Any subsurface information and data furnished under any part of this Contract are not intended as a representation or warranty but are furnished for information only. It is expressly understood that the City will not be responsible for the accuracy thereof or for any deduction, interpretation or conclusion drawn therefrom by Contractor. The information is made available so that Contractor may have ready access to the same information available to the City and is not part of this Contract.

PRIOR TO STARTING ANY EXCAVATION, CONTRACTOR SHALL (AT LEAST TWO WORKING DAYS IN ADVANCE) CALL UNDERGROUND SERVICE ALERT (USA) toll free at (800) 227-2600 and provide USA with all necessary data relative to the proposed excavation. USA will accept calls

and process information to participating agencies who have underground facilities in the area between the hours of 7:30 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. Between the hours of 5:00 p.m. and 7:30 a.m., calls will be recorded and then processed after 7:30 a.m. For emergency situations, after hours, and on Saturdays, Sundays and holidays, Contractor shall contact the owner of the affected facility.

Contractor shall coordinate all work with the appropriate City field personnel. When City work forces are required at the job site to perform Contract items of work, Contractor shall give a minimum of two working days advanced notification to the appropriate field office:

Water Division:	(707) 543-4200
Sewer Division:	(707) 543-4200
Street Division:	(707) 543-3880
Survey Division:	(707) 543-3834

5-1.43 Arbitration: Any references to Arbitration in the Standard Specifications are deleted in their entirety.

6 CONTROL OF MATERIALS

6-2.01 Source of Supply and Quality of Materials: All materials required to complete the work under the Contract shall be furnished by Contractor and shall be free of hazardous substances.

6-3.01 General: Statistical means will not be used by the City for determination of Standard Specification compliance. Whenever both operating range test results and Contract compliance requirements are specified in these special provisions, the operating range requirements shall apply to the individual test results.

6-3.01A Material Submittals: Upon award of the Contract by City, Contractor shall submit to the Engineer a list of all materials proposed to be used on this project and any supporting documentation and/or samples required and source of supply.

For material listed on the “Engineer’s List of Approved Items” which is located in the Sewer and Water sections only of the City Standards, the Engineer shall be provided with the name of the manufacturer and model/part number for all material proposed for this project, unless that item has been replaced as shown on the Project Plans or in the Invitation for Bids.

For all other materials used on this project, regardless of the type of work, Contractor shall provide to the Engineer the name of the manufacturer and model/part number along with supporting documentation and/or samples that will allow the Engineer to determine the material’s acceptability.

The Engineer reserves the right to reject any proposed material, whether on the City’s “Engineer’s List of Approved Items” or not. If the City obtains information indicating that a listed item is not performing satisfactorily or is found to be defective, that item will be rejected and Contractor shall submit a replacement for review at no additional cost to the City.

6-3.01B Material Guarantee: Before any contract is awarded, the bidder may be required to furnish samples of materials and detailed descriptions of equipment to be used in the construction of the project. The materials samples may be subjected to the tests provided for in the Standard Specifications or in this Invitation for Bids to determine their quality and fitness for the project. The successful bidder shall unconditionally guarantee project materials and workmanship for a period of one year from the date of recording of the Notice of Completion. The guarantee shall cover 100% of all costs of repairs within the one year period, including all costs of labor, materials, equipment, and incidentals. Except as may be otherwise provided in Section 3-1.05, the successful bidder shall provide a surety bond executed by a corporate surety authorized and admitted to transact a surety business in the state of California in the minimum amount of one-half of the Contract price to cover this guarantee.

6-3.05 Quality Assurance: California Test 216 (Relative Compaction) testing will be modified as follows: A mechanical compactor (Ploog Engineering Co. Model M 100 or equivalent) with 10-pound hammer and split compaction molds shall be used in lieu of the specified manual compaction equipment.

California Test 231 (Nuclear Gage Determination of In-Place Density) will be modified as follows: In-place density and relative compaction may be determined on the basis of individual test sites in lieu of the area concept, at the discretion of the Engineer.

6-4 Water Utility

6-4.01A Construction Water: All water required for the performance of the work shall be provided by Contractor. Prior to obtaining water from the City’s water system, Contractor shall obtain a Water

Use Permit from the City of Santa Rosa Water Department and rent a hydrant or bridge meter. Contractor is responsible for the cost of all water and the cost of all deposits, permits and fees.

Contractor is prohibited from operating gate valves or fire hydrants on the City system.

The acquisition of water from the City's water system through un-metered hydrants or other facilities is a violation of City ordinance and State law. The use of water from sources other than the City's water system must be approved by the Engineer in advance of the use.

Citations and fines will be levied for violation of these and other utility regulations and deductions will be made from payments consistent with Section 7-1.02A(1) of the Standard Specifications.

6-4.01B Water Utility Notification: Contractors or parties requiring work of any kind by the City of Santa Rosa Water Department forces shall request such services a minimum of 48 hours in advance of the time such services are desired. Work requests which will involve the City of Santa Rosa Water Department forces for more than eight hours or an extensive number of City parts shall be requested a minimum of seven calendar days in advance.

If it is necessary to terminate or disrupt utility service to any customer, Contractor shall make the request for such work by City forces an additional 72 hours (three additional working days for a total of five working days advance notice) in advance of the time such services are desired to allow affected customers a minimum of 72 hours' notice. Contractors who fail to keep field appointments will be billed for scheduled City of Santa Rosa Water Department crew standby time which was used and the Contractor shall bear the costs incurred by the City of Santa Rosa's Water Department for re-notification of customers.

City of Santa Rosa Water Department crews work a 9/80 schedule. This schedule may prohibit shutdowns for tie-ins on alternating Fridays. After hours work or weekend work may be performed if prior authorization from the Engineer is obtained.

Other than the hours specified in this Invitation for Bids, requests by Contractor for after hours or weekend work is to be avoided whenever possible. Any overtime costs incurred by City for such work shall be borne by Contractor.

Interruption of utilities service to commercial customers shall be coordinated with the customer to minimize disruption to the enterprise to the greatest extent practicable. After notification by the Contractor of the need, the City of Santa Rosa Water Department will contact all commercial customers and inform Contractor accordingly.

6-4.01C Water Facility Damage: All damage caused to the City's water system shall be immediately reported to the Engineer.

Damage caused to the City's water system by Contractor's operations shall be repaired by the Contractor at Contractor's sole expense in a manner satisfactory to the City of Santa Rosa Water Department. Such repairs shall not be charged to the City or any City project. All repair work shall be witnessed and approved by the City of Santa Rosa Water Department prior to backfilling the excavation. The City will require re-excavation if backfilling occurs prior to inspection, which costs shall be borne by Contractor.

Contractor is responsible for, at its sole cost and expense, the repair and remediation of damage to property and facilities caused by any of the following circumstances:

- a. Contractor fails to make a written request for a markout or begins excavation without providing the City of Santa Rosa Water Department a reasonable opportunity to mark facilities;

- b. Contractor destroys markouts;
- c. Contractor fails to perform hand digging or probing for utilities near markouts; or
- d. Contractor fails to use reasonable caution, regardless of whether markouts are present or clear. Reasonable caution includes any efforts to avoid damaging existing facilities, such as when excavating in the vicinity of water mains.

City may, in its discretion, opt to make the repairs for which Contractor is responsible with its own forces. In such cases, the repairs will be made at Contractor's expense in accordance with the emergency repair rate schedule of the City of Santa Rosa Water Department. The City may make repairs whenever restoration of service requires extraordinary speed or special equipment. Contractor will be billed accordingly and City shall have the right and option to withhold payment hereunder, or a portion thereof, for any such costs billed but not promptly paid by Contractor.

6-4.02 Salvage: All valves, hydrants, and other appurtenances of the water system that are the property of City and removed by Contractor shall be delivered to the City's Municipal Services Center (55 Stony Point Road) unless Contractor has obtained specific written approval from the City of Santa Rosa Water Department to otherwise dispose of the materials.

6-4.03 Trade Names and Alternatives: Unless otherwise specified, material and equipment specifications that identify a particular patent, trade name or manufacturer, may be satisfied through substitute materials and equipment accepted by the City. Contractor may offer substitute materials and equipment of equal or better quality to the City. Any such offer shall be made in writing to the Engineer at least four weeks in advance of the time Contractor wishes to order the materials or equipment. Contractor shall include sufficient data which, together with any other information the Engineer may require, will enable the Engineer to determine the acceptability of the materials and equipment. When the substitute materials or equipment necessitate changes to any part of the work, the information shall include drawings and details showing all such changes and Contractor shall perform these changes as a part of any acceptance of substitute materials or equipment. The use of substituted materials and equipment will be permitted only after written acceptance of the materials and equipment by the Engineer. Such acceptance shall not relieve the Contractor from full responsibility for the sufficiency, quality and performance of the substitute materials and equipment.

The City will not, under any circumstances, acknowledge or consider any offers to accept substitute materials or equipment between the dates of public notice of advertisement and the bid opening.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.02A(1) Forfeitures for Health and Safety Violations: Contractor shall comply with all applicable provisions of the Santa Rosa City Code and any failure to do so shall constitute a breach of the Contract. In the event of any violation of the Santa Rosa City Code that may impact public health and safety, including, but not limited to Chapter 17-12, "Storm Water" and Chapter 13-04, "Street Encroachments," City shall have the right to impose a charge against Contractor in an amount equal to \$500.00 per violation per day. Prior to the imposition of any charge hereunder, City shall first provide a written notice to Contractor of the violation and setting forth a reasonable period of time for Contractor to cure the violation(s). In the event Contractor fails to cure any such violation within the time provided, City shall have the right, in addition to all other rights and remedies available to City, to deduct and withhold as a permanent forfeiture by Contractor the appropriate amounts from any payment otherwise due Contractor under this Contract.

7-1.02K(2) Wages: Pursuant to Labor Code sections 1770 *et seq.*, each laborer or mechanic of Contractor or any subcontractor engaged in work on the project under this contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any subcontractor and such laborers and mechanics. A copy of the schedule of prevailing wage rates can be obtained online at www.dir.ca.gov or from the Department of Transportation and Public Works at 69 Stony Circle, Santa Rosa.

Any laborer or mechanic employed to perform work on the public works project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing wage rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by the worker.

The foregoing specified prevailing wage rates are minimum rates only, and Contractor may pay any wage rate in excess of the applicable rate.

Pursuant to Labor Code Section 1775, Contractor as a penalty to the owner shall forfeit not more than \$200.00 for each calendar day, or a portion thereof, for each worker paid less than the prevailing wage rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

Contractor shall only provide prevailing wage reports upon written request from City.

7-1.02K(4) Apprentices: Contractor agrees to comply with Chapter 1, Part 7, Division 2, sections 1777.5 *et seq.* of the California Labor Code. These sections require contractors and subcontractors to employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice work for each five hours of journeyman work (unless an exception is granted in accordance with Section 1777.5), and the contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry, or color. Only apprentices as defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice agreements will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeable occupations.

7-1.02K(6)(a)(1) Notice to Vendors: Attention is directed to the current OSHA Standards. All equipment, tools and materials which are furnished and/or installed as part of this Contract shall meet or exceed the aforementioned standards in order to be considered acceptable.

7-1.02K(6)(b) Excavation Safety: When the digging or excavation occurs during project construction, Contractor shall:

- a. Promptly notify City in writing of the following conditions before any such conditions are disturbed:
 1. Material that the Contractor believes may be hazardous waste as defined in Health and Safety Code section 25117 that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law;
 2. Subsurface or latent physical conditions at the site differing from those indicated in the Invitation for Bids; and
 3. Physical conditions at the site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in the type of work under the Contract.
- b. The City will investigate the conditions and will issue a change order under the terms of the Contract if it finds that the conditions warrant it.
- c. If a dispute arises between City and Contractor as to whether a change order is warranted, Contractor shall not be excused from any scheduled completion date provided for in the Contract, but shall proceed with all work to be performed under the Contract.

7-1.02K(6)(b)(1) Trench Excavation Safety Plans: When the estimated cost for the excavation of any trench or trenches five feet or more in depth will exceed \$25,000.00, Contractor shall submit to the Engineer in advance of excavation a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the construction safety orders, or if the trench is anticipated to be greater than 20 feet, the plan shall be prepared by a registered civil or structural engineer.

A permit to do the above described work shall be obtained from the State of California, Division of Industrial Safety. Proof of such permit shall be submitted to the Engineer prior to starting the trench work.

Full compensation for complying with the provisions of this section shall be considered as included in the Contract price and no additional allowance will be made for the work.

7-1.02K(6)(d) Confined Space Safety: Any confined space entry for this project, including but not limited to manhole or water storage tank entry, will require a confined space entry permit pursuant to Cal/OSHA regulations as set forth in title 8 California Code of Regulations (CCR) sections 5157 or 5158. Confined space entry shall have the meaning ascribed in title 8 CCR sections 5157 and 5158. For any confined space entry for construction operations regulated by title 8 CCR section 1502, Contractor shall comply with title 8 CCR section 5158, "Other Confined Space Operations." For any other confined space operations, Contractor shall comply with title 8 CCR section 5157, "Permit-Required Confined Spaces."

Attention is directed to the technical specifications in the Special Provisions for information regarding entry to any City maintained confined space. Pursuant to title 8 CCR section 5157, Contractor is required to obtain any available information regarding hazards and operations for any City maintained confined spaces. The City maintained Confined Space Entry Manual is available

for viewing at the City of Santa Rosa Water Department or Transportation and Public Works Department office at 69 Stony Circle, Santa Rosa.

Contractor shall immediately inform the Engineer of any previously unidentified hazards confronted or created during confined space entry.

7-1.02L(2)(a) Patents and Royalties: All fees, royalties, or claims for any patented invention, article, process or method that may be used upon or in any manner connected with the work under this Contract shall be paid by Contractor. Contractor and its sureties shall protect and hold harmless City and its officers, agents, and employees from any and all demands made for such fees royalties or claims brought or made by any third party, and before the final payment is made on the account of the Contract, Contractor shall, if requested by City, furnish acceptable proof of a proper release from all such claims and liabilities.

Should Contractor, its officers, agents, or employees, or any one of them be enjoined from furnishing or using any invention, article, material, or plans supplied or required to be supplied or used under the Contract, Contractor shall promptly substitute other articles, materials, or appliances in lieu thereof of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Engineer. In the event that the Engineer elects, in lieu of such substitution, to have supplied and to retain and use any such invention, article, materials, or plans as may be required to be supplied by the Contract, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for City, its officers, agents, and employees, or any one of them to use such invention, article, materials, or appliance without being disturbed or in any way interfered with by any proceeding in law of equity on account thereof. Should Contractor neglect or refuse to make the substitution promptly or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitutions or City may pay such royalties and secure such licenses and charge Contractor even though final payment under the Contract may have been made.

7-1.02M(3) Mined Materials: California Public Contract Code section 20676 prohibits surface mining operators which are subject to the Surface Mining and Reclamation Act of 1975 (SMARA) from selling California mined construction material to the City unless the operator is identified in a list referred as the **3098 List**. The List, which is maintained by the Department of Conservation's Office of Mine Reclamation (OMR), changes throughout the year and can be viewed at the OMR website: http://www.consrv.ca.gov/OMR/ab_3098_list/index.htm. To confirm whether or not a specific operator is on the List at any given time, Contractor shall call the OMR at (916)323-9198.

7-1.03A Maintaining Traffic: Attention is directed to Sections 7-1.04 of the Standard Specifications and to the following modifications thereof.

If construction is within City owned right-of-way, provisions shall be made for the safe passage of public traffic through the work site at all times consistent with the requirements of Santa Rosa City Code Chapter 13-04.

Except for projects to be performed under a minor contract, Contractor shall install and maintain project identification signs at each end of the project or as directed by the Engineer two weeks prior to any construction activity. City shall furnish the appropriate sign panels upon request from Contractor. To mount the sign panels, Contractor shall furnish and install 4" X 4" posts or mount by other appropriate methods as approved by the Engineer. These sign panels shall be returned to the City Corporation Yard at 55 Stony Point Road after completion of the project.

Two weeks prior to any construction activity, advance notice signs for road closures shall be furnished and installed by Contractor at each end of the project and shall remain in place throughout the duration of the subject closure. Details of panel construction and lettering shall be approved by the Engineer.

Contractor shall furnish, install, and maintain at its expense all barricades, signs, lights, and other devices necessary to adequately warn of any obstructions to the traveled and pedestrian way and provide flaggers as necessary for the safety of public traffic and pedestrians and to provide access to property adjacent to the work site and Contractor shall comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) (ADA) and any regulations and guidelines issued pursuant to the ADA.

Contractor shall comply with the current edition of the California Manual of Uniform Traffic Control Devices (CA MUTCD) for all items related to traffic within the work site.

Rain and other occurrences that may cause the suspension or delay of the work shall in no way relieve Contractor of its responsibility to provide traffic control and public access through the work site as specified herein. At all times, Contractor shall keep at the work site such materials, forces and equipment as may be necessary to keep roads, streets, and driveways within the work site open to traffic and in good repair and shall expedite the passage of such traffic, using such forces and equipment as may be necessary.

Should Contractor fail, in the opinion of the Engineer, to provide all the materials, forces and equipment necessary to maintain traffic through the work site as set forth herein, City may take steps necessary to remedy any such failure, including but not limited to causing such work to be performed and/or suspending any further work under the Contract. Any such remedial cost and expense incurred by the City, plus an administrative charge of 15%, shall be immediately due and payable by Contractor and may be deducted from any amounts owed to Contractor hereunder. In the event there are insufficient sums owed to Contractor hereunder to cover the foregoing costs and charges, City shall have the right to pursue any other remedy to recover the same, including but not limited to, proceeding against any surety or bond in favor of City. City's rights under Section 7-1.02 are intended to be in addition to and not in lieu of any charges imposed by City against Contractor under Section 7-1.02A(1) above for violations of the Santa Rosa City Code.

Contractor shall be responsible for informing emergency response agencies operating within the area of the work of obstructions to either public or private roads caused by reason of Contractor's operations hereunder.

Contractor shall make provisions for the safe passage of pedestrians around the project work site at all times.

7-1.11A FHWA Form – 1273: Form FHWA-1273 applies for this contract. Attention is directed to the 2010 Standard Specifications, Section 7-1.11B, "FHWA-1273". Additionally, the following language also applies:

Use of United States –flag vessels:

The contractor agrees –

(1) To utilize privately owned United State-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

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

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

8 PROSECUTION AND PROGRESS

8-1.01A Assignments: Once awarded, this Contract shall not be transferred, assigned, or sub-contracted, except as herein expressly provided without the prior written consent of the City in the City's sole and absolute discretion. See Section 5-1.12 of the Standard Specifications.

8-1.04B Standard Start: Contractor shall begin work within ten calendar days after the date authorized in the Notice to Proceed and shall diligently prosecute the Contract to completion before the expiration of:

60 WORKING DAYS

8-1.05 Time: Working days will be counted beginning with the day the Contractor begins work or with the tenth day after the date authorized in the Notice to Proceed, whichever occurs first.

Unless otherwise directed by Engineer, Contractor shall not conduct any activities that generate noise earlier than 7:00 a.m. or later than 7:00 p.m.

City offices are closed every other Friday. However, materials testing, survey, water system and inspection services will be provided on those days (except holidays). Any additional costs that may be associated with office closure on every other Friday shall be the sole responsibility of Contractor and no additional compensation shall be allowed therefor.

On May 13, 2017 and July 29, 2017, the contractor shall ensure the following on the West Third Street portion of the project: No work is allowed on these dates. No materials or equipment shall be stored on the segment or within 50 feet of the segment. No pedestrian detours or temporary pedestrian facilities. All pedestrian ramps shall be fully completed (including permanent paving at lip) or not started. The road surface shall have no areas ground or milled. All milled or ground areas shall have the final pavement lift placed. Any transitions from new asphalt to existing asphalt shall be smooth with no abrupt grade changes. On the above two dates, the bike route for the IronMan and Half IronMan will be using West Third Street.

8-1.10 Liquidated Damages: Contractor hereby agrees that Contractor shall pay to the City liquidated damages for each and every calendar day delay over and above the number of working days prescribed above for finishing the work in the amount shown in Section 8-1.10 of the Standard Specifications.

9 MEASUREMENT AND PAYMENT

9-1.04 Force Account Work: All work done on a force account basis shall be recorded daily on report sheets prepared by Contractor and signed by both the Engineer and Contractor. Such reports shall thereafter be considered the true record of force account work performed during the project. Such reports shall be furnished to the Engineer and a copy retained by Contractor.

All extensions of labor, equipment, and material costs shall be completed by Contractor and submitted to the Engineer within 30 days of the completion of the extra work. Completed and extended extra work reports received later than the times herein prescribed may be deemed invalid and rejected without payment at the discretion of the Engineer.

9-1.07 Payment Adjustments For Price Index Fluctuations: Any references to Opt Out of Payment Adjustments for Price Index Fluctuations in the Standard Specifications are deleted in their entirety.

9-1.16 Progress Payments – Major Contracts: Once each month for progress pay purposes for “major contracts” as defined in Santa Rosa City Code section 3.44-020, the City will prepare a written estimate of the total amount of completed work and accepted materials purchased by Contractor but not installed. The City shall retain five percent of such estimated value of the completed work and the unused materials and pay Contractor the balance after deducting all previous payments and all sums to be retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract or when, in the Engineer's judgment, the total value of the completed work since the last estimate is less than \$500.00. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

After Contract acceptance, the Engineer will prepare a written proposed final estimate of the proposed final quantities of work completed under the Contract and the value of such work and will submit such estimate to Contractor. The City shall retain five percent of such estimated value of the work done and shall pay to Contractor the balance after deducting all amounts to be retained under the provisions of the Contract.

The City may, at its option and at any time, retain out of any amounts due Contractor sums sufficient to cover any unpaid claims of City or others, provided that sworn statements of all non-City claims shall have been filed with the Director of Finance.

The City shall not make payments under this section for “minor contracts” as defined in Santa Rosa City Code section 3.44-020.

9-1.16E(6) Substitution of Securities for Withheld Amounts: Pursuant to Public Contract Code section 22300, securities may be substituted for any moneys withheld by City to ensure performance under this Contract, provided that substitution of securities provisions shall not be required in contracts in which there will be financing provided by the Farmer's Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 USC sections 1921 *et seq.*), and where federal regulations or policies or both do not allow the substitution of securities. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank as the escrow agent, which shall then pay such moneys to Contractor. The Director of Finance is authorized to execute substitution of securities agreements on behalf of the City. The City will return the securities to Contractor upon satisfactory completion of the Contract as determined by City in its sole discretion and the resolution of all outstanding claims against the securities. Contractor shall be

the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit or any other security mutually agreed to by Contractor and the City, provided that the substituted security is equal to or not less than five percent of the Contract amount.

Security substitutions must be submitted by Contractor and approved by City prior to the time of the first progress payment to be made under the Contract. No other method of substituting securities for retention will be accepted. The security substitution shall be done only upon execution of an agreement satisfactory to City which includes the following provisions:

- a. The amount of securities to be deposited;
- b. The terms and conditions of conversion to cash in case of the default of Contractor;
and
- c. The procedure for return of securities upon completion of the Contract.

9-1.17D Final Payment and Claims: The processing of payment of the final estimate shall not be commenced less than 35 days after the date of recording of the Notice of Completion with the County Recorder's Office. Contractor is advised that it takes approximately ten days for a check to be issued following a request for payment.

Contractor shall submit its written statement of all claims for additional compensation under the Contract to the Engineer within 15 days after submission to Contractor of the proposed final estimate.

If Contractor does not file a claim within the 15 day period, or upon Contractor's approval, the Engineer will issue a final written estimate and the City shall pay to Contractor the entire sum due after deducting all previous payments, if any, and all amounts to be retained under the provisions of the Contract.

If Contractor files a claim within the 15 day period, the Engineer will furnish a semi-final estimate and pay the amount due under the semi-final estimate within 30 days. The semi-final estimate is conclusive as to the amount payable except as may be affected by claims and any amount retained. The Engineer shall then consider and investigate such claim, and shall make such revision in the final quantities as the Engineer may find to be due, and shall then make and issue a final written estimate. The City will pay the amount due, after deducting all previous payments, if any, and amounts to be retained under the provisions of the Contract.

Any and all prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The final estimate shall be conclusive and binding against both parties to the Contract on all questions relating to the performance of the Contract and the amount of work done thereunder and compensation therefor, except in the case of gross error.

9-1.17D(3) Final Determination of Claims: Claims filed by Contractor shall be in sufficient detail to enable the Engineer to determine the basis and amount of the claims. If additional information is required by the Engineer, Contractor shall provide such information to the Engineer no later than the 15th day after receipt of the written request from the Engineer. If the 15th day falls on a weekend, holiday, or day City offices are closed, then the information shall be provided to the Engineer no later than close of the next business day. Failure to submit the requested information to the Engineer within the time specified will be sufficient cause for denying the claim.

Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions in the claims. Failure to grant access to such records shall be sufficient cause for denying the claims.

Claims submitted by Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code sections 12650 *et seq.*, the undersigned,

_____,
(Name)

_____ of
(Title)

(Contractor)

hereby certifies that the claim for additional compensation made herein is supported by a true statement of the actual costs incurred and time expended on this project, and is fully documented by records maintained by Contractor.

Dated _____

/s/ _____

Subscribed and sworn before me this _____ day of

Notary Public

My Commission Expires _____

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead expenses, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the City at its discretion.

Any costs or expenses incurred by the City in reviewing or auditing any claims that are not supported by Contractor's cost accounting or other records shall be deemed to be damages incurred by the City within the meaning of the California False Claims Act.



TECHNICAL SPECIFICATIONS
FOR
SANTA ROSA COMPLETE STREETS ROAD DIET
ON TRANSIT CORRIDOR
CONTRACT NO. C01870

2017



4/3/17

APPROVED: ROBERT M. SPRINKLE,
Deputy Director – Traffic 2403 – Exp. 6-30-17

BY:  DATE: 4/3/17



SECTION 12

TEMPORARY TRAFFIC CONTROL

12-1 General

12-1.01 General: Construction area traffic control devices shall be installed and maintained in accordance with the applicable sections of these Special Provisions, the Standard Specifications, the current Edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD), the Americans with Disabilities Act (ADA) and as directed by the Engineer.

12-1.03 Flagging Costs: The first paragraph of Section 12-1.03, "Flagging Costs" is amended to read:

The cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic through the work under the provisions in Section 7-1.03, "Public Convenience", and Section 7-1.04, "Public Safety", shall be considered as included in the contract lump sum price paid for traffic control and no additional allowance will be made therefor.

12-3 Traffic-Handling Equipment and Devices

12-3.01 General: Prior to commencing construction which will affect existing vehicular and pedestrian traffic, the Contractor shall submit for review by the Engineer, Traffic Control Plans on 11" x 17" sheets of paper which contains only information specifically related to work zone vehicular and pedestrian traffic control. If the Contractor proposes to use the current edition of the CA MUTCD published by Caltrans in lieu of a traffic control plan, in specific work operations, they shall submit in writing for consideration which Typical Application Diagram will be used and how it will be applied for each work operation. Traffic Control Plans or proposals shall be submitted for review at least two weeks prior to implementation.

Traffic Control Plans shall contain a title block which contains the Contractor's name, address, phone number, project superintendent's name, contract name, dates and hours traffic control will be in effect, and a space for review acknowledgment.

The content of the Traffic Control Plan shall include, but is not limited to, the following:

1. Show location and limits of the work zone.
2. Give dimensions of lanes affected by traffic control that will be open to traffic.
3. Indicate signing, cone placement, and other methods of delineation and reference to appropriate City or Caltrans Standards.
4. Dimension location of signs and cone tapers.
5. Identify side streets and driveways affected by construction and show how they will be handled.

6. Show how pedestrian traffic will be handled through the construction site. Pedestrian pathways through the work zone shall be in compliance with the requirements of ADA during and after work hours.
7. Identify message board locations. A minimum of 4 changeable message boards shall be required. Location to be determined by Engineer. The boards shall be installed at a minimum two weeks before any construction activity. The verbiage on the boards shall be approved by the Engineer and will be changed as determined by the Engineer.
8. Demonstrate how two-way traffic will be maintained.

No work except for installation of project identification signs will be allowed to commence prior to approval of the Work Zone Traffic Control Plans.

12-4 Maintaining Traffic

12-4.01 Maintaining Traffic:

1. The full width of the traveled way shall be open for use by public traffic on Saturday, Sundays and designated legal holiday(s), after 4:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress; unless work has specifically been authorized by the Engineer.
2. The location of traffic control signing, barricades, and other facilities shall be monitored frequently (four to five times per day) by the Contractor to verify their proper location. All traffic signal and other traffic control devices shall be maintained at all times.
3. The Contractor shall conduct his operations so as to cause the minimum obstruction and inconvenience to traffic and to places of business, multiple dwelling units and residences adjacent to the work. The Contractor shall notify the Engineer of his planned work and utility service interruption at least five working days in advance to allow time to notify residents and businesses.
4. When construction activities will prevent vehicle access to individual driveways the Contractor shall notify the affected businesses and residents per Section 12-1.03, "Traffic Control", of these Special Provisions. **Full access shall be provided to all driveways during non-working hours.**
5. At locations where traffic is routed perpendicular to trench excavation, the excavation shall be conducted in a manner to provide a surface reasonably satisfactory for traffic at all times. Substructure installation or construction shall be conducted on only one-half the width of the roadway at a time, and that portion of the roadway being used by traffic shall be kept open and unobstructed until the opposite side of the roadway is ready for use. Upon completion of the rough grading, the surface of the roadbed shall be brought to a smooth, even condition free from humps and depressions and made satisfactory for traffic.

12-4.01A Construction Traffic: The Contractor shall submit a trucking route along with the traffic controls plans for approval by the Engineer. The route must minimize traffic on residential streets that are not part of the project.

Existing pavement damaged by the Contractor's operations and not shown to be replaced shall be replaced at the Contractor's expense, per City Standards and to the satisfaction of the Engineer.

12-4.02 Closure Requirements: Attention is directed to Section 7-1.03A, "Maintaining Traffic", to Section 5-1.05, "Order of Work," and section 8-1.05 "Time" of these Special Provisions.

Exact locations of Project Identification signs and Advance Notice signs (Section 7-1.03A "Maintaining Traffic") shall be determined in the field by the Engineer.

Lane closures will be permitted between the hours of 8:30 a.m. and 4:00 p.m. only. Only one lane at a time may be closed and no lanes shall be closed at any other hours unless specifically approved by the Engineer. The Contractor shall maintain vehicle access to homes and other properties at all times while work is in progress.

The Contractor shall not park construction vehicles contractor employee vehicles, stage materials or stockpiles in front of any business or residential driveway access and the Contractor shall maintain access to private parking lots within the block where work is in progress. Construction vehicles shall not be left running for any length of time if parked in front of a business or residential unit.

The Contractor shall keep the City of Santa Rosa Fire Department informed regarding the closure of any traveled way. At a minimum, the Contractor shall call the Fire Department at 543-3535 **and** the Communications Center at 543-3666 **daily** to report any traveled way closure. This includes immediately upon closure for that day and again immediately after removal of the closure. For closures over multiple days, the daily notification still applies. This requirement does not apply for single lane closures on multiple lane streets.

The Contractor shall notify Sonoma County Transit at (707) 585-7516, Superintendent of Golden Gate Transit at (415) 257-4442, Santa Rosa City Bus at (707) 543-3922, Sonoma County Airport Express at (707) 837-8700, the local Postal Service at (707) 526-0113 and Santa Rosa Recycling and Collection at (707) 586-8234 5 calendar days prior to any lane closures or restrictions in turning movements.

If the Contractor has been given an approved Traffic Control Plan that includes road closures, they shall maintain vehicular access to homes and other properties where work is in progress within the closure area.

Where necessary, and only after receiving written approval from the Engineer, the Contractor may temporarily suspend curb side parking in their immediate work zone. Notification to businesses and residents shall be hand delivered at least 72 hours prior to construction in the affected areas.

Notification shall be as follows:

1. A notice placed on the front door of each home or business where curb side parking will be suspended and attempt made to notify each business or resident verbally that work will be underway within the block and that curb side parking will be suspended during stated working hours and request that vehicles be parked out of the roadway by 8:00 a.m. Service of notice shall not bar use of cars within the block, as individual plans change and emergencies arise.
2. Type 1 barricades every 50 feet adjacent to the curb where parking will be suspended with a notice posted on the barricade stating specific dates and times that curb side parking will be temporarily suspended. If work will not take place in the posted area, then Contractor shall remove "No Parking" notices.

The Contractor shall maintain vehicle access to all homes and other properties along the work zone. During paving operations, the Contractor will be allowed to temporarily suspend vehicle access to a limited number of driveways when approved by the Engineer. When approved by the Engineer and at least 72 hours prior to suspending access to any driveway, the Contractor shall give both written and verbal notice to the affected businesses and residents and place barricades adjacent to the driveways with posted notices stating the specific dates and times of the suspension for that area. The notice shall also indicate an alternate parking location. Suspension of access to driveway will be permitted only as approved by the Engineer and only between the hours of 8:00 am and 4:30 pm.

Cross streets will require maintenance of at least one-half (1/2) width of each street for traffic purposes, unless a parallel route is approved by the Engineer. Flagging will only be allowed between the hours of 8:30 a.m. and 4:00 p.m.

Barricades and flaggers shall be positioned to allow safe turns at intersections and curves.

The Contractor shall maintain traffic control as necessary and as directed by the Engineer for "cat-tracking" operations by City Forces. Flaggers, barricades, signing, etc., shall remain in place for protection of City personnel until such time as all temporary lane delineation is complete.

12-7 Temporary Pedestrian Walkways

12-7.01 Pedestrian Traffic Control: The Contractor is directed to Chapter 6D, Pedestrian and Worker Safety, in the CA MUTCD, the improvement plans and these Special Provisions.

Pedestrians shall be provided with a safe convenient and accessible path that, at a minimum, replicates the most desirable characteristics of the existing sidewalk, path or footpath. At no point along the road shall the sidewalks on both sides of the road be closed at the same time.

The Contractor shall construct and maintain temporary pedestrian pathways through the work zone, where required, that shall be in compliance with the requirements of the Americans with Disabilities Act (ADA), and the CA MUTCD.

Pedestrian routes shall not be impacted for the purposes of any non-construction activities such as parking of vehicles or equipment, or stock piling of materials. Pedestrians shall not be led into conflicts with work site vehicles, equipment or operations.

Pedestrian routes shall be open and accessible at the end of the work day unless an alternate ADA compliant route has been approved by the Engineer. The construction of curb ramps and/or long sections of sidewalk do not alleviate the Contractor from this requirement.

12-9 Measurement and Payment

12-9.01 Payment: **Traffic Control** shall be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in **vehicular and pedestrian** traffic control, including but not limited to, providing, placing, maintaining, and removal of temporary paths and/or ramps, temporary relocation of regulatory signs, changeable message boards, project and public notification signs, flagging, excavation, compaction, furnishing, and placement of asphalt concrete and/or PCC, barricades, toe-rails, hand rails, complying with CA MUTCD Standards for Pedestrian Safety, coordination efforts and any other items necessary for vehicle and pedestrian traffic control not specifically enumerated in the plans or these specifications, and no additional allowance will be made therefor.

[Version: 04/29/15 DCM STD2010]

SECTION 13

WATER POLLUTION CONTROL

13-1 General

13-1.01A: Water Pollution Control shall be performed in accordance with Section 13, Water Pollution Control, of the Standard Specifications and these technical specifications. In addition, construction activities shall comply with:

1. The California Water Quality Control Board, North Coast Region Order No. R1-2009-0050, National Pollutant Discharge Elimination System Municipal Storm Water Permit, Part 8 – Development Construction Program, Sections 1 through 5, commonly referred to as the “Storm Water Permit”. A copy of the Storm Water Permit is available for review at the City of Santa Rosa Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, CA, and at www.srcity.org/stormwaterpermit.
2. The California Stormwater Quality Association Storm Water BMP Handbook for Construction (CASQA Handbook). BMPs shall be selected, installed and maintained in accordance with the latest edition. A copy of the handbook can be viewed at the City of Santa Rosa Department of Transportation and Public Works office at 69 Stony Circle or downloaded from CASQA, <http://www.casqa.org/>.

In this technical specification the CASQA Handbook BMP numbers are appended to the associated Standard Specification sections. If a conflict occurs the CASQA Handbook BMP's shall govern.

13-2 Water Pollution Control Program

13-2.01B Submittals: The program to control water pollution required to be submitted under this section of the Standard Specifications shall include a spill contingency plan that establishes clean-up procedures that will be followed in the event of a spill of potentially hazardous, toxic, or polluting materials.

13-2.04 Payment: Full compensation for you to prepare Water Pollution Control Program is considered as included in the contract prices paid for various contract items of work and no additional allowance will be made therefor.

13-3 Storm Water Pollution Prevention Plan

13-3.01A Summary: This project is exempt from the State Water Resources Control Board General NPDES Permit for the Discharge of Storm Water related to Construction Activities (Construction General Permit), and not required to have a Storm Water Pollution Prevention Plan (SWPPP), therefore Section 13-3, Storm Water Pollution Prevention Plan, of the Standard Specifications does not apply to this project.

13-4 Job Site Management

13-4.03B: Spill Prevention and Control / CASQA Spill Prevention and Control (BMP WM-4):

If a spill occurs at the construction site and the Contractor does not take immediate and adequate steps to contain and clean up the spill, especially if rain is threatening or if a discharge to a storm drain or creek could occur, the City shall have the right, in its sole and absolute discretion, to clean up the spill using City forces or an independent contractor. The cost of any such cleanup, in addition to recovery of any penalty or fine imposed upon the City, plus an administrative charge of fifteen percent (15%) of the costs incurred by the City, shall be deducted from any amounts owed to Contractor hereunder.

In the event there are insufficient amounts owed to Contractor hereunder to cover the foregoing costs and charges, the City shall have the right to pursue any other remedy to recover same, including, but not limited to, proceeding against any surety or bond in favor of the City. The City's rights under this section are intended to be in addition to and not in lieu of any imposed by the City against Contractor for violations of City Code Chapter 17-12, "Storm Water".

13-4.03C(2): Material Storage / CASQA Material Delivery and Storage (BMP WM-1)

13-4.03C(3): Stockpile Management / CASQA Stockpile Management (BMP WM-3):
Do not block storm water flows.

13-4.03D(1): Waste Management / CASQA Solid Waste Management (BMP WM-5): The Contractor shall dispose of all trash, rubbish, and waste materials of any kind generated by the contractor, subcontractor, or any company hired by the Contractor on a daily basis.

13-4.03D(3): Concrete Waste / CASQA Concrete Waste Management (BMP WM-8):
Ensure the containment of concrete washout areas and other washout areas that may contain pollutants so there is no discharge into the underlying soil and onto the surrounding areas.

13-4.03D(4): Sanitary and Septic Waste / CASQA Sanitary and Septic Waste Management (BMP WM-9): Sanitation facilities must be maintained periodically by a licensed service to keep them in good working order and prevent overflows. Portable toilets are required to have secondary containment.

13-4.03D(5): Liquid Waste: Liquid waste includes water generated from excavation dewatering.

Minimize transfer piping by locating containers near the excavation to be dewatered while protecting the containers from moving vehicles and equipment.

13-4.03E(1): Water Control and Conservation / CASQA Water Conservation Practices (BMP NS-1 and NS-2)

13-4.03E(3): Vehicle and Equipment Cleaning / CASQA Vehicle and Equipment Cleaning (BMP NS-8)

13-4.03E(4): Vehicle and Equipment Fueling and Maintenance / CASQA Vehicle and Equipment Fueling (BMP NS-9), and CASQA Vehicle and Equipment Maintenance (BMP NS-10)

13-4.03E(7): Paving, Sealing, Sawcutting, Grooving, and Grinding Activities: As listed in Part 9, sections 4 and 5 of the Storm Water Permit, the following additional BMPs

shall be implemented for street paving, repaving, reconstruction, patching, digouts or resurfacing.

1. Restrict paving and repaving activity to exclude periods of rainfall or predicted rainfall unless required by emergency conditions;
2. Install gravel bags and filter fabric or other appropriate inlet protection at all susceptible storm drain inlets and manholes to prevent paving products and tack coat from entering the storm drain;
3. Prevent the discharge of release agents including soybean oil, other oils, or diesel to the storm water drainage system or watercourses;
4. Minimize non-storm water runoff from water use for the roller and for evaporative cooling of the asphalt;
5. Clean equipment over absorbent pads, drip pans, plastic sheeting or other material to capture all spillage and dispose of properly
6. Collect liquid waste in a container, with a secure lid, for transport to a maintenance facility to be reused, recycled, or disposed of properly **13-4.03D(5)**;
7. Collect solid waste by shoveling and vacuuming or sweeping and securing in an appropriate container for transport to a maintenance facility to be reused, recycled, or disposed of properly **13-4.03D(5)**;
8. Cover "cold-mix" asphalt (i.e., pre-mixed aggregate and asphalt binder) with protective sheeting during a rainstorm **13-4.03C(3)**;
9. Cover loads with tarp before haul-off to a storage site, ensuring that trucks are not overloaded;
10. Minimize airborne dust by using water spray during grinding **14-9.03** and;
11. Avoid stockpiling soil, sand, sediment, asphalt material and asphalt grindings materials or rubble in or near storm water drainage system or watercourses **13-4.03C(1)**,

13-4.03F: Sweeping / CASQA Street Sweeping and Vacuuming (BMP SE-7)

13-4.04 Payment: Full compensation for Job Site Management shall be included in the contract prices paid for various contract items of work and no additional allowance will be made therefor.

13-6 Temporary Sediment Control

13-6.03C: Temporary Drainage Inlet Protection / CASQA Storm Drain Inlet Protection (BMP SE-10)

13-6.04: Payment: Full compensation for Temporary Sediment Control shall be included in the contract prices paid for various contract items of work and no additional allowance will be made therefor. The Contractor pays all maintenance costs.

13-7 Temporary Tracking Control

13-7.01A: Temporary Tracking Control / Stabilized Construction Entrance and Exit (BMP TC-1), Entrance Outlet Tire Wash (BMP TC-3)

13-7.03 Construction / CASQA Stabilized Construction Site Entrance / Exit (BMP TC-1)

13-7.04 Payment: Full compensation for Temporary Tracking Control shall be included in the contract prices paid for various contract items of work and no additional allowance will be made therefor. The contractor pays all maintenance costs.

13-8 Temporary Active Treatment System

13-8.01: General: Water removed from excavations will likely contain contaminants at levels requiring treatment prior to discharge. You will design the treatment system to treat the water to levels compliant with discharge requirements according to section 13-8.02D Discharge Method.

13-8.01B(2): Active Treatment System Plan: You are responsible for having 21,000-gallon nominal capacity, “closed top” type mobile storage tank(s) available if groundwater is encountered and ensure it is secure from public access. The storage tank(s) shall be filled to the manufacturer’s recommended maximum water surface level prior to filling any additional tanks. Unused tanks brought to the site shall be at the Contractor’s expense. Once water in any given tank has been sampled, no further uncharacterized water shall be pumped into the tank. You shall furnish a sufficient number of tanks on site at any given time to facilitate groundwater storage for continuous excavation operations. You shall assume 3 working days’ turnaround time for analytical test results.

The tanks shall not encroach into any travel lanes and shall be restricted to no more than a period of 5 days at the same location.

13-8.01C: Quality Control Assurance: The City will collect samples and perform the analytical testing of stored water.

13-8.02D: Discharge Method: Water removed from excavations shall be discharged to the publicly owned sanitary sewer under the conditions set forth in the discharge permit issued by the City.

13-8.04: Payment: **Furnish Storage Tank** shall be paid for at the **monthly** cost per tank. The provisions of section 4-1.03(B), “Increased or decreased quantities”, of the Standard Specifications does not apply.

Temporary Active Treatment System, except for furnishing tanks, shall be paid for by **force account**.

13-10 Temporary Linear Sediment Barrier

13-10 Temporary / CASQA Silt Fence and Sand Bag Barrier (BMP SE-1 and SE-8)

13-10.04 Payment: Full compensation for Temporary Linear Sediment Barriers shall be included in the contract prices paid for various contract items of work and no additional allowance will be made therefor. The contractor pays all maintenance costs.

SECTION 14

ENVIRONMENTAL STEWARDSHIP

14-9.03 Dust Control

14-9.03A General: Sweeping per section 14-9.03C shall also be performed to prevent and alleviate dust.

Sweeping, covering stockpiles, applying water, and/or dust palliative, to control dust caused by public traffic is not change order work.

14-9.03C Construction: All dust-producing work and unpaved construction sites shall require a minimum watering in the middle and ending of each workday. The frequency of watering shall increase if dust is airborne. Watering shall not produce runoff.

The Contractor shall maintain dust control to the satisfaction of the Engineer, 7 days a week, 24 hours per day.

At the end of each work day the Contractor shall thoroughly sweep all streets in the work zone to minimize airborne dust.

At the end of each work week the Contractor shall sweep all streets in the work zone with a commercial street sweeping truck equipped with a rear pick up broom.

At the Engineer's discretion additional sweeping or watering may be required, including the use of a commercial street sweeping truck equipped with a rear pick up broom, at any time or place.

14-9.03D Payment: Full compensation for conforming to this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed.

14-10.01 General: The Contractor shall dispose of all Portland cement concrete and asphalt concrete, generated from removal or demolition activities on the project, at a recycler for these materials. The Contractor shall provide receipts verifying delivery and approximate quantity (in tons) of the material delivered to a material recycler.

All other excess materials from the project shall become the property of the Contractor and shall be disposed of by him, at his expense.

14-10.02A(1) Submittals: Submit a Solid Waste Disposal and Recycling Report prior to final acceptance of work performed under the Contract. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project.

Submit a Solid Waste Disposal and Recycling Report prior to Contract acceptance. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project.

14-10.02D Payment: Full compensation for material recycling as specified herein shall be considered as included in the contract prices paid for various items of work, and no additional compensation will be allowed therefor.

[Revised: 05/18/15-DCM STD2010]

SECTION 15 EXISTING FACILITIES

15-1.03A General: Existing facilities disturbed by construction shall conform to the applicable provisions of Section 5-1.36. All existing active utilities found to reside in excavated areas shall be supported in place with service maintained during construction. The Contractor shall be responsible for any damage caused by their operations and any needed repairs shall be completed to the Engineer's satisfaction.

Existing storm drains found to reside in excavated areas shall be supported, removed, or replaced at the Contractor's option and at no additional cost to the City. The Contractor shall be responsible for maintaining the existing line and grade of the storm drains. If the Contractor elects to remove and replace, it shall be done per applicable City Standards and Specifications.

Existing utility trenches and/or structures that are in close proximity to proposed trenches shall be safeguarded in an appropriate manner from damage.

15-1.04 Payment: Full compensation for supporting, removal and disposal of existing utilities and their appurtenances is considered as included in the contract prices paid for various contract items of work and no additional allowance will be made therefor.

15-2.02C Remove Traffic Stripes and Pavement Markings:

15-2.02C(1) General

Existing traffic stripes and pavement markings shall be removed not more than three (3) days prior to the overlay of the street.

The Contractor shall provide, install, and maintain temporary reflective traffic stripes and pavement marking on the same day as the permanent stripes and markings are removed and maintain these until final stripes and markings are in place. All temporary stripes and markings shall be removed before final overlay. Temporary stripes and markings on all ground surfaces shall be one coat of paint with reflective glass beads. All ground surfaces shall be cleaned and dust removed prior to applying paint. Attention is directed to Section 84-1.01, "Traffic Stripes and Pavement Markings" of these Special Provisions.

The Contractor shall provide, install, and maintain temporary reflective pavement markings on the same day as the permanent markings are removed or as directed by the Engineer and maintain these until final markings are in place. Attention is directed to Section 84, "Traffic Stripes and Pavement Markings" of these Special Provisions.

15-2.02C(3) Payment

Full compensation for removing existing traffic stripes and pavement markings and to provide, install and maintain traffic stripes and pavement markings shall be considered as included in the various contract items of work involved and no additional allowance will be made therefor.

15-2.02D Remove Pavement Markers: Existing pavement markers and the underlying adhesive may be removed not more than three (3) days prior to the overlay of the street.

The Contractor shall provide, install, and maintain temporary reflective pavement markers on the same day as the permanent markers are removed or as directed by the Engineer and maintain these until final markers are in place. Attention is directed to Section 85-1.01, "Raised Pavement Markers" of these Special Provisions.

15-2.02D(3) Payment

Full compensation for removing existing pavement markers and to provide, install and maintain pavement markers shall be considered as included in the various contract items of work involved and no additional allowance will be made therefor.

15-2.10B Adjust Frames, Covers, Grates, and Manholes: Existing manhole frames and covers, valve boxes, mainline cleanouts, pull boxes, blow-off boxes and monuments located in areas to be ground or milled shall be lowered below finish grade as part of this Project and shall be adjusted after paving to conform to new finish grade.

The Contractor shall accurately locate and record the location of existing and new manholes, valve boxes, mainline cleanouts, pull boxes, blow-off boxes and monuments to be adjusted to grade and shall furnish the Engineer a copy of said record prior to starting construction.

All facilities on active systems shall be accessible at all times to City personnel unless otherwise stated in these Special Provisions or approved by the Engineer.

After placement of any permanent hot mix asphalt the Contractor shall mark all overlaid manholes, valve boxes, mainline cleanouts, pull boxes, blow-off boxes and monuments, whether new or existing, with white paint by the end of that working day.

Contractor shall adjust to grade all sanitary sewer and storm drain manhole frames and covers within three (3) working days after placement of the finish surface course of asphalt over that facility. The top of the completed manhole shall contain at least one 3-inch grade adjustment ring.

See Section 300, "Incentive" of these Special Provisions for compliance with the above timing requirement. Section 300 also provides a penalty for non-compliance within the three (3) working days.

Final grade adjustments and installation of concrete collars shall be done on the same working day. Final paving around manholes, valve boxes, mainline cleanouts, pull boxes, blow-off boxes, and monuments shall be completed the following working day.

All silt and debris shall be removed from finished structures. This shall include all existing silt and debris plus material caused by the Contractor's operation.

If existing water valve riser pipe needs to be extended after paving to conform to City STD-877, the Contractor shall use either a slip x slip glued PVC coupling or a transition coupling with sheer bands as directed by the Engineer. Upsizing the existing riser pipe to 8-inch will not be required unless otherwise directed by the Engineer. Any added extension must

be a minimum of 12 inches. The lower section of riser pipe shall be adjusted to accommodate this requirement.

In the event that the Contractor encounters water valve boxes with round lids or sanitary sewer frame and covers with open pick holes which must be adjusted to grade, the Contractor is to provide replacement water valve boxes per City Standard 877, and sanitary sewer frame covers per City Standard 512. The estimated number of water valve boxes to be replaced is 20. The estimated number of sanitary sewer frames and covers to be replaced is 6.

The Contractor shall adjust to grade all water valve boxes and cleanout frames and covers within three (3) working days of being covered with the final surface course of asphalt concrete overlay.

See Section 300, "Incentive" of these Special Provisions for compliance with the above timing requirement. Section 300 also provides a penalty for non-compliance within the three (3) working days.

Prior to removal of an existing manhole frame, a platform shall be constructed in the manhole above the top of the sewer to prevent any dirt or debris from falling into the sewer. The platform shall remain in place until all work on the manhole has been completed and the asphalt concrete has been placed around the manhole. Prior to the removal of the platform from the manhole, all dirt and debris shall be removed.

All grade rings shall be set in cement mortar the same day they are placed. All joints shall be smoothly plastered inside and out.

Existing grade rings removed in the adjustment of manhole frames shall become the property of the Contractor and if undamaged and thoroughly cleaned of mortar may be reused in the work. If not so used, they shall be disposed of away from the site of work at the expense of the Contractor.

Manhole frames shall be reinstalled to align directly over the grade rings. Any frames misaligned by more than ½ inch shall be removed and reinstalled.

Contractor shall coordinate the lowering of PG&E, SBC, AT&T, PAC Bell, Monitoring Wells, and other utility structures with outside agencies so as not to impact the progression and completion of work.

15-2.08A General: Reset existing City facility boxes and lids to grade. The City will furnish at no cost to the Contractor new material to replace existing boxes and lids that do not comply with current City Standards or damaged prior to Contractor's operations.

15-2.04G Reconstruct Sidewalk Drain: Reconstruct sidewalk drain shall be done in conformance with requirements of Section 73 of the City Specifications, City STD-406 and as directed by the Engineer.

The Contractor shall remove portions of existing curb, gutter, and sidewalk, and the existing sidewalk drain and install new sidewalk drain, curb, gutter and sidewalk at the location designated and as directed by the Engineer.

15-2.13 Payment: **Lower Existing Valve Boxes** shall be paid for at the contract unit price **each**, which price shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in lowering existing valve boxes, in grind and milling construction areas, including but not limited to required excavation and backfill, furnishing location of valve boxes, to be adjusted to grade; and transporting new frames and covers to job site, as specified herein, and no additional allowance will be made therefor.

Lower Existing Monuments shall be paid for at the contract unit price **each**, which price shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in lowering existing monuments, in grind and milling construction areas, including but not limited to required excavation and backfill, furnishing location of monuments, to be adjusted to grade; and transporting new frames and covers to job site, as specified herein, and no additional allowance will be made therefor.

Lower Existing Manholes shall be paid for at the contract unit price **each**, which price shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in lowering existing manholes in grind and milling construction areas, including but not limited to required excavation and backfill, furnishing location of manholes to be adjusted to grade; removing and delivering silent night frames and covers to the City MSC, at 55 Stony Point Road; and transporting new frames and covers to job site, as specified herein, and no additional allowance will be made therefor.

Adjust Existing Valve Boxes to Grade shall be paid for at the contract unit price **each**, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in adjust existing valve boxes, to grade, including but not limited to, required excavation and backfill, coordination furnishing and transportation of replacement boxes, and removing silt and debris, as specified herein, and no additional allowance will be made therefor.

Adjust Existing Monuments to Grade shall be paid for at the contract unit price **each**, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in adjust existing monuments to grade, including but not limited to, required excavation and backfill, coordination and transportation for replacement boxes, and removing silt and debris, as specified herein, and no additional allowance will be made therefor.

Adjust Existing Manholes to Grade shall be paid for at the contract unit price **each**, which price shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in adjusting manholes to grade, including but not limited to: required excavation and backfill; additional grade rings *if required*; furnishing location of manholes to be adjusted to grade; removing and delivering silent night frames and covers to the City MSC; at 55 Stony Point RD, furnishing and transporting new frames and covers to job site, as specified herein, and no additional allowance will be made therefor.

Full compensation for remove and replace sidewalk drain shall be included in the prices paid for various contract items of work and no additional allowance will be made therefor.

15-3.03 Construction: All removed concrete shall become the property of the Contractor and shall be immediately off-hauled. None of the removed concrete shall be dumped or

stockpiled on the work site. The Contractor shall dispose of all removed concrete at a recycler for this material. Burying of broken concrete within the limits of the project will not be allowed.

All concrete which is to be removed from sidewalk, curb, gutter and driveway areas shall be removed to the nearest score mark or construction joint as directed by the Engineer unless otherwise noted on Project Plans. The edge of existing concrete to remain shall be neat and free of defects. Saw cutting may be required to achieve this.

Reinforcing steel may be encountered in portions of concrete to be removed and no additional allowance will be made for the removal of such steel.

Irrigation facilities may be encountered during concrete removal and replacement. The Contractor shall exercise care in this area and repair any damage done by their operations at no additional cost to the City.

Landscaping and other surfaces or structures shall be restored to original condition at no additional cost to the City.

15-3.04 Payment: Payment for saw cutting, removal and disposal of concrete sidewalk, curb and gutter, driveway areas, shall be included in the contract prices paid for various contract items of work and no additional allowance will be made therefor.

Full compensation for repair of existing irrigation facilities and/or landscape damaged during any phase of the work shall be included in the prices paid for various contract items of work and no additional allowance will be made therefor.

15-7 Utility Clearances: *All items noted in this Section shall take place prior to any other construction activities.*

Contractor shall investigate, confirm and/or determine the exact locations of existing utilities, including Traffic Signal Streetlight and Interconnect conduit and identify any conflict with grinding, milling or excavation operations. The Contractor shall determine elevations and alignments of existing utilities including Traffic Signal Streetlight and Interconnect conduit at connection points.

The Contractor shall provide all relevant information in writing to the Engineer immediately upon discovery of any conflict. Any delay in notification to the Engineer may delay direction and/or corrective action and a delay claim due to this reason shall not be considered by the City. The Contractor shall not proceed with any work that is in conflict until direction is provided by the Engineer and shall redirect crews to other contract work. All the information required to be obtained per this Section and any other information not noted but relative to the project shall be provided to the Engineer on a set of Plans when the investigative effort is complete.

15-7.01 Payment: Full compensation for utility clearance, is considered as included in the prices paid for various contract items of work and no additional allowance will be made therefor.

15-8 Tree Root Pruning: All tree roots two inches and greater which are encountered during excavation must be pruned by hand. The root shall be cut cleanly with a saw to

avoid splits. When digging within the drip line of trees, Contractor shall exercise extreme caution to avoid pulling on roots with excavation equipment. Hand dig around all roots greater than one inch in diameter. The Contractor shall notify the Engineer when encountering roots within the drip line of trees which are greater than one inch. If the Engineer elects to get direction from an arborist the Contractor shall redirect crews to other contract work after safeguarding the area.

15-8.01 Payment: Full compensation for removing and pruning tree roots, hand digging to avoid root damaging roots, and excavating cautiously with respect to tree roots is considered as included in the prices paid for various contract items of work and no additional allowance will be made therefor.

(STD2010)

SECTION 16

CLEARING AND GRUBBING

16-1.01 General: Clearing, grubbing, and access shall be confined to the limits shown on the plans and shall not exceed the minimum necessary to complete operations.

The Contractor shall not remove any trees, brush, shrubs, or other natural objects outside the limits of construction as shown on the plans, unless directed by the Engineer.

Any trees, brush, shrubs, or other natural objects not ordered removed by the Engineer which have been removed, altered, or damaged shall be replaced in kind by the Contractor before completion of the project.

All unsuitable material shall be disposed of away from the site by the Contractor. The Contractor shall make all necessary arrangements for disposal of material.

16-1.03 Construction: The area to be cleared and grubbed shall be the area within the right-of-way shown on the plans, unless otherwise specified in the Special Provisions.

All stumps, large roots and other objectionable material shall be removed to a depth of three feet below finished grade in the area of construction. The resulting spaces shall be backfilled with material suitable for the planned use. Such suitable material shall be placed and compacted in layers as specified in Section 19-6 "Embankment Construction" of the Standard Specifications.

16-1.06 Payment: Full compensation for removing and pruning tree roots, hand digging to avoid damaging roots, and excavating cautiously with respect to tree roots is considered as included in the prices paid for various contract items of work and no additional allowance will be made therefor.

[Version: 10/21/14CDA STD2010]

SECTION 19 EARTHWORK

19-1 General

19-1.01A Summary: Roadway excavation shall include all milling, grinding, and Subgrade Stabilization, and disposal of excess material, and other work as specified herein.

Existing AC pavement and underlying material shall be ground out as directed by the Engineer. Grinding widths may vary from a minimum of 6.5'. Grinding depths shall not exceed 0.7' unless directed by the Engineer.

For Mill 0.20' to 0.25' AC placement shall consist of one (1) surface lift.

For Mill 0.40' to 0.80', AC placement shall consist of one (1) base lift and one (1) surface lift.

Prior to placement of AC base, the Contractor shall remove and dispose of all loose material left by excavation operation.

Asphalt concrete base shall be placed on the same day after completion of pavement grind and deep milling in a given area.

All grindings shall be disposed of per special provisions 14-10.01, 14-10.02A(1), and 14-10.02D, or become the property of the Contractor. None of the grindings shall be disposed of on the work site. Prior to disposal of any excess material from the work site, the Contractor shall submit to the Engineer written authorization for the disposal an entry permission signed by the owners of the disposal site. The Contractor shall comply with all disposal regulations, such as City, County, and/or State permits and licenses as may be required.

19-1.03B(1) Pavement Repair/Digout: Pavement Repair/Digout shall consist of excavation and removal of unstable areas in the pavement, as determined by the Engineer, and replacement with asphalt concrete base. The exact locations for pavement repair/digout shall be marked in the field by the Engineer. The depth of the subgrade removal shall be 0.35', after grinding and milling operations are complete. Use of a pavement grinder shall be considered an acceptable method of excavation of areas requiring pavement repair/digout. No additional compensation will be made for pavement repair/digout beyond the limits of the areas marked by the Engineer or for pavement repair/digout of locations other than those marked by the Engineer. Any pavement repair/digout done by the Contractor to accommodate equipment width beyond the limits of the areas marked by the Engineer shall be at the Contractor's expense.

The excavation shall be filled with asphalt concrete base in accordance with Section 39-1.01 of these Special Provisions.

19-1.04 Payment: Pavement Repair/Digout shall be paid for at the contract price per **square yard** as measured in the field. Price shall include full compensation for asphalt concrete base, compaction, doing all work involved in pavement repair/digout as specified

herein including labor, materials, tools and equipment, excavation, and no additional allowance will be made therefor.

In the event of an increase or a decrease in the amount of the Engineer's estimated quantity of Subgrade Stabilization, such increase or decrease shall not be considered an alteration in excess of the 25 percent of the contract amount of such items under provisions of Section 4-1.05 of the Standard Specifications and no adjustment of the contract price for Subgrade Stabilization will be made.

No additional compensation will be made for pavement repair/digout beyond the limits of the areas marked by the Engineer or for pavement repair/digout of locations other than those marked by the Engineer. Any excavation for pavement repair/digout done by the Contractor to accommodate equipment width beyond the limits of the areas marked by the Engineer shall be at the Contractor's expense.

The cost for the asphalt concrete base shall be included with the contract unit price for subgrade stabilization.

19-2 Roadway Excavation

19-2.03A General: The Contractor shall furnish an excavation and paving plan and a qualified grade setter to insure that the subgrade conforms to the lines and grades established by the Engineer.

For roadway reconstruction, Roadway Excavation shall be performed with a pavement grinder. No other construction equipment including rubber-tired equipment shall be allowed on the subgrade.

The Contractor shall note that there are street trees near areas intended for roadway excavation. The Contractor's operation, including the size of the grinding equipment, shall be such, so as to insure that existing street trees are not damaged. Where limited clearance under the street trees prevents the use of a grinder, excavation shall be performed by an alternate method as approved by the Engineer. Alternate methods may include jack-hammering and removal of existing pavement and base materials by hand, or by use of smaller grinding equipment.

Where tree roots are encountered during roadway excavation, the Contractor shall cut the roots off six inches below the planned subgrade. Each cut shall be clean with no torn bark or splintered wood remaining on the root and shall be accomplished by use of a saw appropriate for the size of the root to be cut.

19-2.04 Payment: Full compensation for Roadway Excavation shall be considered as included in the prices paid for various contract items of work, and no additional allowance will be made therefor.

Removal of existing bituminous pavement and base materials will be paid for as roadway excavation.

19-9 SHOULDER BACKING

19-9.02 Materials

Material shall be Class 2 aggregate base as per Section 26 and shall not contain reclaimed asphalt concrete.

19-9.03 Construction

Shoulder backing shall be placed adjacent to the newly placed asphalt concrete as shown on the plans. The base material to receive the shoulder backing shall be removed to a depth of 0.50'.

19-9.04 Payment: **Shoulder Backing** shall be paid for at the contract price per **ton** in accordance with Section 39-8.02 of the City Specifications. Price shall include full compensation for doing all work involved in removing and disposal of existing base material as specified herein including labor, materials, tools and equipment, excavation, placement, watering and compaction of new material and no additional allowance will be made therefor.

[Version: 05/18/15 DCM STD2010]

SECTION 26

AGGREGATE BASE

26-1.01 Aggregate Base: Aggregate base shall be Class 2 conforming to and placed in accordance with the requirements of Section 26 of the City Specifications, with the following modifications and additional requirements.

Rolling shall commence immediately after spreading of the damp material and before the material has dried sufficiently to allow separation between the fine and coarse particles.

26-1.02B Quality Requirements: The minimum sand equivalent shall be 31 for any individual test.

26-1.03D Compacting: The surface of the finished aggregate base shall be firm and unyielding. Any visible movement vertically or horizontally of the aggregate base under the action of construction equipment or other maximum legal axle loads shall be considered as evidence that the aggregate base does not meet this requirement.

26-1.04 Payment: Full compensation for Class 2 aggregate base, except shoulder backing, including supplying, placement and compacting is considered as included in the prices paid for various contract items of work and no additional allowance will be made therefor.

[Version: 05/03/14 STD2010]

39 HOT MIX ASPHALT

39-1.01 General:

39-1.01A Summary:

Section 39-1 includes general specifications for producing and placing HMA by mixing aggregate and asphalt binder at a mixing plant and spreading and compacting the HMA mixture.

For these specifications, Hot Mix Asphalt (HMA) and asphalt concrete shall be the same. A minimum of two weeks prior to the placement of any asphalt concrete, the Contractor shall notify the Materials Laboratory of which asphalt plant will be used to supply the mix. For any job, asphalt concrete shall be supplied from a single plant.

Use Section 39-3 Method construction process of these specifications for HMA production and construction.

39-1.01C Description: Asphalt concrete shall be placed in separate lifts as shown on the Project Plans.

Roadway excavation and asphalt concrete base paving shall be completed for half the street width before beginning excavation of the remaining street.

Permanent paving shall not take place until all underground work is finished, except as otherwise noted in these Special Provisions, and the City has given written notice of acceptance to the Contractor.

All existing asphalt concrete that is adhered to the top of gutters shall be removed prior to placement of new asphalt concrete surface in a manner satisfactory to the Engineer and that does not damage the gutter.

Asphalt concrete base shall be placed on the same day the area is excavated so that all areas will either have existing asphalt surface or new asphalt concrete base by the end of each working day. No subgrade areas shall be exposed or open to traffic during non-working hours.

Asphalt concrete base paving shall be accomplished by use of a paving machine. The asphalt mix shall be transferred from the trucks to the hopper of the paving machine by means of a shoulder machine equipped with a side caster. Any equipment used to transfer asphalt concrete to the paving machine shall not exceed the load capacity of any surface it is driven over and shall not produce rutting or pumping of the existing roadway surface or newly placed asphalt concrete base at any time.

The basis for compaction approval shall be the attainment of 97% relative compaction and satisfactory surface condition following final rolling. The number of coverage's required shall be the minimum number required to obtain 97% relative compaction.

Construction vehicles/equipment shall not be allowed on the newly placed asphalt concrete base until the day after it is placed. Super Dumps or other trucks with liftable trailing load bearing axles shall not be allowed on the newly placed asphalt concrete base at any time. All trucks or other construction equipment to be driven on the newly placed asphalt concrete base shall not exceed the surface load bearing capacity and shall not produce rutting or pumping at any time.

All longitudinal surface paving joints shall fall on a lane line. Longitudinal Subsurface paving joints shall be offset by at least 6 inches.

No longitudinal vertical drop offs will be allowed between the lanes when the roadway is opened to traffic. Where a longitudinal vertical drop off occurs along the roadway crown between the existing street surface and the new asphalt concrete base, the Contractor shall grind a 10:1 taper in the existing surface to make a temporary conform to accommodate traffic. The temporary taper shall be ground after the asphalt concrete base paving has been completed each day.

Where a vertical drop off will occur between the top of the new asphalt concrete base and a valley gutter, driveway, or side street conform, the Contractor shall install a temporary 10:1 asphalt taper.

Where a vertical drop off would occur between the asphalt concrete base and a pedestrian ramp, the Contractor shall install a temporary 12:1 asphalt taper.

Kraft paper or other bond inhibitor shall be placed under the temporary asphalt taper to facilitate removal when paving operations resume.

Temporary asphalt tapers and associated bond breaker material shall be removed prior to placement of the asphalt concrete surface lift. Where the bond breaker material adheres to the asphalt concrete base course it shall be fully removed with a method, approved by the Engineer that will in no way degrade the quality of the final product.

The Contractor shall furnish an excavation and paving plan which shall include the following:

1. Requested location for survey staking of reference points
2. Asphalt plant supplying mix including aggregate source
3. Disposal site for spoils

4. Type of trucks and equipment to be used
5. Haul routes through adjacent residential streets
6. Staging locations
7. Sequencing
8. Taper grind locations

The Contractor shall set a string line to control the grade of the paving machine along the crown line. A rotary laser level may be used in lieu of a string line provided the level can be accurately set to the design centerline slope, and the detector is directly mounted to the paving machine screed to control the grade of the paving along the crown line. The Contractor shall also furnish a grade setter to insure that the asphalt concrete base and asphalt concrete surface paving conforms to the lines and grades.

A tack coat of SS-1h or SS-1 emulsified asphalt shall be applied to the entire asphalt concrete base surface immediately in advance of placing the asphalt concrete surface lift. A tack coat shall also be applied to all vertical mating surfaces and conforms to existing pavement, curbs, gutters, and construction joints prior to placement of new asphalt concrete surface or base, unless otherwise shown on the plans. The tack coat shall be allowed to break before placing the subsequent lift of asphalt concrete.

The asphalt concrete base and asphalt concrete surface courses shall be allowed to cool to 160° F at mid depth before the roadway is opened to traffic each day.

At the end of each working day the Contractor shall place retroreflectorized signs and delineators, as required for night time use in accordance with the Standard Specifications and Section 12 of these Special Provisions to warn the public of the existing conditions.

At the end of each work day during paving operations the location of all valves, manholes, monuments and any other facility overlaid with asphalt concrete and required to be raised to grade shall be marked in white paint.

Edge Grind shall be in accordance with City STD-209, the modified detail on the Plans or as specified herein. Longitudinal edge grinds shall vary in width.

End of Overlay Conform Grind shall be in accordance with City STD-208, Conform grind shall be 21' in length.

Conform Grind shall be a uniform 0.17' depth at the beginning and ending of every project segment and shall be the full width of the road and approximately 21' in length.

Conform grind (beginning/end of streets) shall be done **not more than three (3) days prior** to overlaying that street. All other longitudinal edge grinding shall be done **not more than seven (7) days prior** to overlaying. Attention is directed to Sections 12-1.02F, "Traffic Control" of these Special Provisions.

All ground edges adjacent to curb ramps and driveways shall have temporary asphalt concrete ramps (tapers) installed if the asphalt concrete surfacing cannot be placed back the same day the existing pavement is removed. Kraft paper or other bond breaker shall be placed under the conform ramps to facilitate removal when paving operations start.

39-1.02 Materials:

39-1.02B Tack Coat:

Tack coat must comply with the specifications for asphaltic emulsion or asphalts. Tack coat shall be diluted SS1 or SS1h.

Notify the Engineer if you dilute asphaltic emulsion with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1.

39-1.02C Asphalt Binder:

Asphalt binder in HMA must comply with the specifications for asphalts.

Asphalt binder to be mixed with aggregate for asphalt concrete surface, leveling and base shall be PG64-16 grade paving asphalt.

The amount of asphalt binder to be mixed with the aggregate shall be specified by the Engineer at the time of paving. Different asphalt binder content may be specified for each lift and each location.

Liquid anti-stripping agent (LAS) shall be added to the asphalt binder at a rate of 0.5% by weight of asphalt binder. The LAS shall be AD-here LOF 65-00, Morlife 5000, or Evothrm, and LAS shall be stored, measured, and blended with the asphalt binder in accordance with the anti-stripping agent manufacture's recommended practice. The LAS can be added at the asphalt plant or at the refinery. When added at the asphalt plant, the equipment shall indicate and record the amount of LAS added. If added at the refinery, the shipping ticket from the refinery shall certify the type and amount of LAS added.

39-1.02E Aggregate: The aggregate grading of the various types of asphalt concrete shall conform to one of the following as directed by the Engineer:

Surface or Leveling Course.....3/4-inch HMA Type A, or 1/2-inch
Coarse HMA Type A, or 1/2-inch
Medium HMA Type A

Base Course..... 3/4-inch HMA Type A

Aggregate must be clean and free from deleterious substances. Aggregates should be of high abrasion resistance and durability. Excessively soft and friable aggregates are not allowed.

The specified aggregate gradation must be determined before the addition of asphalt binder and includes supplemental fine aggregate.

Choose sieve size TV within each TV limit presented in the aggregate gradation tables.

The proposed aggregate gradation must be within the TV limits for the specified sieve sizes shown in the following tables:

**Aggregate Gradation
(Percentage Passing)**

HMA Types A

3/4-inch HMA Type A

Sieve sizes	TV limits	Allowable tolerance
1"	100	--
3/4"	95–100	TV \pm 5
3/8"	65–80	TV \pm 5
No. 4	49–54	TV \pm 5
No. 8	36–40	TV \pm 5
No. 30	18–21	TV \pm 5
No. 200	2.0–8.0	--

1/2-inch Coarse HMA Type A

Sieve sizes	TV limits	Allowable tolerance
3/4"	100	—
1/2"	94–100	--
3/8"	70–90	--
No. 4	55–61	TV \pm 5
No. 8	40–45	TV \pm 5
No. 30	20–25	TV \pm 5
No. 200	2.0–8.0	--

1/2-inch Medium HMA Type A

Sieve sizes	TV limits	Allowable tolerance
3/4"	100	--

1/2"	95-100	--
3/8"	80-95	--
No. 4	59-66	TV \pm 5
No. 8	43-49	TV \pm 5
No. 30	22-27	TV \pm 5
No. 200	2.0-8.0	--

Before the addition of asphalt binder and lime treatment, aggregate must have the values for the quality characteristics shown in the following table:

Quality characteristic	Test method	HMA Type A
Percent of crushed particles Coarse aggregate (% min.) One fractured face Two fractured faces Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face	California Test 205	90 75 70
Los Angeles Rattler (% max.) Loss at 100 rev. Loss at 500 rev.	California Test 211	10 45
Sand Equivalent (min.) ^a	California Test 217	50 ^b
Fine aggregate angularity (% min.)	California Test 234	45
Flat and elongated particles (% max. by weight @ 5:1)	California Test 235	10

^a Reported value must be the average of 3 tests from a single sample.

^b Minimum Sand Equivalent of 45 for asphalt concrete base.

39-1.02F Reclaimed Asphalt Pavement:

Reclaimed Asphalt Pavement (RAP) may be used at the Contractor's option. If RAP is used, the Contractor shall provide the proposed mix design and the quality control for all HMA that includes RAP, in accordance with the following requirements:

1. Contractor shall provide City with a mix design per California Test 384 for the proposed RAP HMA.
2. As part of City's evaluation of RAP HMA, Contractor and City shall perform bitumen ratio tests on at least six split samples of Contractor's RAP to establish correlation between respective binder ignition ovens.
3. RAP shall be processed from reclaimed Asphalt Concrete pavement only.

4. RAP pile(s) shall be separate from the stacker pile, not intermingled with other materials, and stored on smooth surfaces free from debris and organic material.
5. The project RAP pile shall be processed and mixed, identified, and of adequate quantity for the proposed project. "Live" piles shall not be permitted.
6. Contractor shall sample the RAP pile and determine the bitumen ratio (using same binder ignition oven used in #2 above) and provide the test results to the City at least one week prior to producing RAP HMA.
7. A minimum of three samples shall be tested for bitumen ratio for RAP pile of 1500 tons, or portion thereof.
8. RAP pile shall be mixed such that individual bitumen ratio test results of RAP pile so not vary more than +/- 0.5%.
9. During RAP HMA production, RAP shall be sampled by the Contractor off of the belt (into the batch plant), per method established by the City, and samples provided to the City.
10. Bitumen ratio of RAP sampled off of the belt shall be 4.0% minimum, as determined by City binder ignition oven. City shall select binder content for RAP HMA mix per Specifications.
11. RAP content shall be no more than 20% by dry aggregate mass in the HMA. If proposing a change in the RAP content, the Contractor shall notify the Engineer. If the content changes more than 5%, the Contractor shall submit a new mix design.
12. Moisture content of RAP pile shall be 4.0% maximum, and shall be tested the day prior to the day of paving and tested/monitored during each day of HMA production.
13. RAP pile(s) shall be protected from exposure to moisture.
14. RAP HMA shall comply with all the specifications for HMA.
15. If batch mixing is used, RAP shall be kept separate from the virgin aggregate until both ingredients enter the weighhopper or pugmill. After introduction to the pugmill and before asphalt binder is added, the mixing time for the virgin aggregate and RAP shall not be less than five seconds. After asphalt binder is added, the mixing time shall not be less than 30 seconds.
16. If continuous mixing is used, the RAP shall be protected from direct contact with the burner flame with a device such as a shield, separator, or second drum.
17. If any of the above criteria are not satisfied, or if the RAP HMA test result determined by the City are inconsistent, RAP HMA production shall stop for City projects until the issue(s) are corrected.

39-1.03 HOT MIX ASPHALT MIX DESIGN REQUIREMENTS:

39-1.03A General:

The mix design process consists of performing California Test 367 and laboratory procedures on combinations of aggregate gradations and asphalt binder contents

to determine the OBC and HMA mixture qualities. The results become the proposed JMF.

The Engineer reviews the aggregate qualities, mix design, and JMF and verifies and authorizes the JMF.

You may change the JMF during production. Do not use the changed JMF until it is authorized. Perform a new mix design and submit a new JMF submittal if you change any of the following:

1. Target asphalt binder percentage
2. Asphalt binder supplier
3. Combined aggregate gradation
4. Aggregate sources
5. Substitution rate for RAP aggregate of more than 5 percent
6. Any material in the JMF

39-1.03G Job Mix Formula Acceptance: You may start HMA production if Engineer approves the JMF

39-1.05 Acceptance Criteria: HMA acceptance is specified in Section 39-3 Method Construction Process.

39-1.06 Dispute Resolution: Work with the Engineer to avoid potential conflicts and to resolve disputes regarding test result discrepancies.

39-1.08 Production:

39-1.08A General: Produce HMA in a batch mixing plant or a continuous mixing plant. Proportion aggregate by hot or cold feed control.

Before production, the HMA plant must have current qualification under Department's Materials Plant Quality Program.

During production, with approval of the Engineer, you may adjust hot or cold feed proportion controls for virgin aggregate and RAP.

39-1.09 Subgrade, Tack Coat, and Geosynthetic Pavement Interlayer:

39-1.09B Subgrade: The subgrade to receive asphalt concrete or asphalt concrete base shall not vary more than 0.05 – foot above or below the grade established by the Engineer.

39-1.09C Tack Coat: Tack coat shall be applied to all existing asphalt concrete surfaces to receive an asphalt concrete overlay. The tack coat shall be a non-tracking asphalt tack coat meeting or exceeding the following requirements:

<u>Test</u>	<u>Test Method</u>	<u>Specifications</u>
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Viscosity, @ 25 ° C, sec	ASTM D244	20-100
Residue, wt%	ASTM D244	60 Min.
Settlement, % Max. Diff		5.0 Max.
Sieve, wt%	ASTM D244	0.1 Max.
Storage Stability, 24 hr, %	ASTM D244	1.0 Max.
*Demulsibility, %	AASHTO T59	80 Min.

Test on Residue

*Penetration @ 25°C, 100g, 5 sec	AASHTO T49	10 Min - 30 Max
Solubility, %W	AASHTO T44	97.5 Min.
Ductility @ 25°C, 5 cm/min, cm	AASHTO T51	40 cm/Min.
Specific Gravity @ 15.5° C	AASHTO T295	Report
Softening Point, °C	AASHTO T53	52 Min.

39-1.09D Geosynthetic Pavement Interlayer: Geosynthetic Pavement Interlayer shall be Pavement Grid consisting of knitted or woven fiberglass reinforcement with modified polymer coating and pressure sensitive adhesive backing that meets or exceeds the physical properties below:

Specification	Requirement	
Weight, ounces per square yard, minimum,	ASTMD5261-92	12.0
Tensile strength, pounds per inch (width & length),	ASTM D6637	560
Elongation at break, percent maximum,	ASTM D6637	<3%
Melting point, degrees Fahrenheit,	ASTM D276	>450° F

As part of the approval process, the manufacturer's representative shall demonstrate a minimum of 3 successful installations within a 250-mile radius of the job site.

Pavement grid shall be placed at locations shown on the plans, at the approach and departure of bus stops, and as directed by the engineer. Transverse and longitudinal joint overlap shall be in accordance with the manufacturer's recommendations. The grid shall be laid by mechanical means or by hand with sufficient tension to eliminate wrinkles and as recommended by the manufacturer's recommendation. Following laydown, the grid adhesion shall be field tested to a minimum 15 pounds per square yard of adhesive force. A manufacturer's representative shall be present during placement of the grid and until all paving operations related to the grid are completed.

In advance of placing the grid, cracks shall be cleaned and surface preparation measures shall be performed as per manufacturer's recommendations. Surface preparation shall provide a clean, smooth, dry surface which shall be free of but not limited to, foreign matter and surface contaminants, including but not limited to pavement markers and striping, paint, oil, rubber, vegetation and loose pavement.

A minimum 0.08 gal / square yard **non-tracking** asphalt tack coat (see 39-1.09C) shall be applied prior to placement of the grid. The type of tack shall be as

recommended by the grid manufacturer. Turning of the paving machine or other vehicles should be gradual and shall be kept to a minimum to avoid damage to the membrane. Should equipment tires tend to stick to the material during pavement operations, small quantities of asphalt concrete shall be broadcast ahead of the paving operation to prevent sticking.

When pavement grid is placed on pavement, which has been subject to traffic, pavement shall be cleaned by a mechanical device by sweeping or vacuuming, and as directed by the Engineer.

At each utility cover that will be covered with grid, the grid shall be neatly cut around the cover to allow for raising the cover to grade without disturbing the grid.

The grid shall be paved with the specified thickness of asphalt concrete as per the detail sheets the same day the grid is installed.

Construction and emergency traffic may run on the grid after being placed. However, it must be ensured that damage is not caused by this traffic. Any damaged areas or areas where adhesion is not apparent on the grid must be fixed.

39-5 MEASUREMENT: Quantities of pavement reinforcement grid to be paid for shall be computed on the basis of the exact amount of road surface area covered in the field.

39-6 PAYMENT: **Pavement Grid** shall be paid for at the contract price per **square yard**, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals of doing all work involved in placing pavement grid including, sweeping, surface preparation, furnishing and placing pavement grid, supplying and applying trackless asphalt tack coat, cutting around utility covers, removing raised air pockets, as shown on the plans, as specified in these Special Provision and as directed by the Engineer and no additional allowance will be made therefor.

39-1.11 Transporting, Spreading, and Compacting: Prior to loading HMA, the bed of the haul vehicle shall be clean and free from all soil, sand, gravel and other deleterious substances.

When spraying release or other parting agents in the bed of the haul vehicle, the minimum amount necessary to moisten the surface shall be used. In no instance will the parting agent be allowed to accumulate in the bed of the vehicle.

All haul vehicles shall be equipped with tarps which are in working order. Tarps shall be used on haul vehicles unless prior approval is obtained from the Laboratory.

The HMA shall be deposited from the haul vehicle into the hopper of the paving machine.

The practice of depositing the HMA on the roadbed in a windrow and subsequently using a pick-up machine to deposit the material in the hopper of the asphalt paver shall not be allowed.

39-1.12 Smoothness:

39-1.12A General: Determine HMA smoothness with a straightedge.

The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by blading or other equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

39-1.13 Hot Mix Asphalt On Bridge Decks: The aggregate grading of the asphalt concrete shall be as directed by the Engineer:

39-1.14 Miscellaneous Areas and Dikes: The aggregate grading for asphalt concrete placed on miscellaneous areas shall conform to that specified for the asphalt concrete placed on the traveled way, unless otherwise directed by the Engineer.

Dikes shall be shaped and compacted with an extrusion machine or other equipment capable of shaping and compacting the material to the required cross section.

39-3 Method Construction Process:

39-3.01 General: Section 39-3 includes specifications for HMA produced and constructed under the Method construction process.

39-3.02 Acceptance Criteria:

39-3.02A Testing: The Laboratory acceptance testing requirement for Sand Equivalent shall be 50 (minimum) for asphalt concrete surface and 45 (minimum) for asphalt concrete base. Asphalt concrete shall meet the following requirements.

Micro-Deval (ASTM D6928-10) ¹	Tensile Strength Ratio, TSR (ASTM D7870) ²
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≤16.0%	Not Required
16.1-18.0%	70 (minimum)
18.1-21.0%	80 (minimum)

¹Asphalt concrete with a Micro-Deval loss greater than 21.0% shall be removed and replaced at the Contractor's expense. In addition, no single source of asphalt concrete aggregate shall have a Micro-Deval loss greater than 21.0%.

²TSR testing shall be performed on recompact asphalt concrete (per ASTM D7870), obtained from field cores, and tested within 30 days of asphalt concrete placement. Specimens tested shall include 1 unconditioned sample, and 2 conditioned samples as follows:

- a) 20.0 hour Adhesion cycle @ 60°C
- b) 3500 cycles @ 40 psi and 60°C

A single TSR test shall not represent more than 750 tons of asphalt concrete.

Asphalt concrete not meeting the above requirements shall be removed and replaced at the Contractor's expense.

39-3.03 Spreading and Compacting Equipment: Compaction rollers shall be either 2-axle steel-tired rollers, pneumatic-tired rollers, or approved double-drum vibratory rollers. Steel-tired static compaction rollers shall weigh not less than 12 tons.

Double-drum vibratory rollers shall be operated at a maximum speed of 135-feet per minute (approximately 1.5 mph). Double drum-vibratory rollers shall have a minimum frequency of 2400 Vibrations per Minute (VPM) and the amplitude shall be field-adjustable.

All pneumatic-tired rollers shall be equipped with an approved windskirt unless otherwise permitted by the Engineer. Pneumatic-tired rollers used for compaction of asphalt concrete base shall be so equipped that the air pressure in all tires may be regulated uniformly by the operator while the roller is in motion.

39-3.04 Transporting, Spreading, and Compacting:

Asphalt concrete shall not be placed on any roadbed until all utility construction beneath the roadbed has been completed, sewer and water lines have been tested, and water lines chlorinated. The surface course of asphalt concrete shall not be placed until final utility connections have been made, unless otherwise permitted by the Engineer.

No asphalt concrete shall be placed within thirty (30) minutes of sunset, as established by weather bureau, except as otherwise authorized by the Engineer.

Asphalt concrete or asphalt concrete base shall not be placed during rainy weather or on a wet surface. Asphalt concrete shall not be placed when the atmospheric temperature is below fifty (50) degrees Fahrenheit or conditions indicate it will drop below fifty (50) degrees Fahrenheit before the material can be satisfactorily compacted. Asphalt concrete base shall not be placed when the atmospheric temperature is below forty (40) degrees Fahrenheit or conditions indicate it will drop below forty (40) degrees Fahrenheit before the material can be satisfactorily compacted. Material which cannot be placed in compliance with these requirements shall be rejected.

The compacted thickness of asphalt concrete layers shall be as directed by the Engineer. The normal minimum and maximum compacted lift thickness for asphalt concrete surfacing are 0.17' to 0.25' respectively. The normal minimum and maximum compacted lift thickness for asphalt concrete base are .025' and 0.50' respectively.

The temperature of the Asphalt Concrete shall be specified by the Engineer. Unless lower temperatures are specified by the Engineer, all mixtures shall be spread, and the first coverage of initial or breakdown compaction shall be performed, when the temperature of the mixture is not less than 250°F at mid-depth, and all breakdown compaction shall be completed before the temperature of the mixture drops below 200°F at mid-depth. Additional rolling equipment shall be required or the rate of spread shall be reduced to permit compliance with this requirement.

A. Asphalt concrete surface course and leveling courses.

1. Equipment Required

If production in any one hour exceeds the limits set forth below, the Contractor shall cease his paving operation until additional rolling equipment has arrived on the project.

a. 125 tons per hour or more.

The Contractor will be required to furnish a minimum of two approved double-drum vibratory rollers and one minimum 3-ton double-drum vibratory finish roller for each asphalt paver with a separate operator for each roller.

A pneumatic roller may be substituted for one of the vibratory rollers if approved by the Engineer.

b. 50-125 tons per hour.

The required minimum rolling equipment specified above may be reduced to one approved double-drum vibratory roller and one 3-ton double-drum vibratory roller for each asphalt paver with a separate operator for each roller when the compacted thickness is not less than 0.17'.

c. 50 tons per hour or less, at any location.

The required minimum rolling equipment specified above may be reduced to one approved double-drum vibratory roller, weighing not more than 12 tons for each paving machine.

2. Compaction Requirements.

Compaction rolling shall consist of a minimum of four complete vibratory coverages with an approved double-drum vibratory roller.

Finish rolling shall consist of one or more coverages with a minimum 3-ton double-drum vibratory roller immediately following completion of compaction rolling.

B. Asphalt concrete base.

1. Equipment required

The Contractor shall be required to furnish one approved double-drum vibratory roller and a minimum of one pneumatic-tired roller with a separate operator for each roller.

An approved double-drum vibratory roller may be substituted for the pneumatic-tired roller specified above.

2. Compaction requirements.

Compaction rolling shall consist of the following: a minimum of two complete vibratory coverages with an approved double-drum vibratory roller and two complete coverage with a pneumatic-tired roller. The order of rolling shall be specified by the Engineer.

Final rolling shall consist of one coverage with the vibrating units turned off.

Approval of vibratory roller: The Engineer may approve initial use of a double-drum vibratory roller not previously approved on the basis of tests by other agencies or other information provided by the Contractor.

Approval for subsequent use of the roller shall be based on cores taken from test section designated by the Engineer and compacted with different numbers of coverages.

In the situation where the asphalt concrete base placement cannot be completed as described above, will not withstand traffic loading without deformation, or the internal temperature of the last lift has not fallen to 160°F, the excavation shall be covered with nonskid steel plates overnight and the operation shall resume immediately the following day. If rain occurs, the Contractor will be required to remove standing water with pumps or other means at his/her expense. The intent of this paragraph is to protect the stability of the roadway structural section, limit exposure of the roadway structural section to rain, maximize access to adjacent driveways and limit impact to traffic.

Test sections shall be compacted under the following conditions:

1. Asphalt Concrete temperature at mid-depth shall be between 270 and 280 degrees Fahrenheit at the beginning of rolling. Rolling shall not continue after the mix temperature has dropped to 200 degrees Fahrenheit. The compacted thickness shall be between 2" and 3.5".
2. The Contractor or manufacturer's representative shall specify the operating conditions of frequency and amplitude.

The basis for approval shall be the attainment of 97% relative compaction and satisfactory surface condition following final rolling. The number of coverages required shall be the minimum number required to obtain 97% relative compaction.

The mix will be sampled during paving of the test sections, and the test maximum density will be the average density of specimens compacted in accordance with California Test 304. The in-place density for each test section shall be the average of three core densities. Relative density will be the ratio of in-place density to test maximum density.

39-5 Measurement: Asphalt concrete and asphalt concrete base will be measured by weight. The quantity to be paid for shall be the combined weight of the mixture.

All weights shall be supported by State Certificates of Weights and Measures furnished by the Contractor.

39-6 Payment: **Asphalt Concrete Surface** shall be paid for at the contract price per **ton**, which price shall include full compensation for furnishing all labor,

materials, tools, and equipment and doing all work involved in placing asphalt concrete surface and overlay, including tack coat and overlay conforms, and no additional allowance will be made therefor.

Asphalt Concrete Base shall be paid for at the contract price per **ton**, which price shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work involved in placing asphalt concrete base, including tack coat and temporary tapers, and no additional allowance will be made therefor.

Edge Grind – Varying Widths shall be paid for at the contract price per **linear foot**, which price shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work involved in edge grinding, including but not limited to drop-offs, tapers, transportation and disposal of grindings as specified herein, and no additional allowance will be made therefor.

Mill – Varying Depths shall be paid for at the contract price per **square yard**, which price shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work involved in milling, including but not limited to drop-offs, tapers, transportation and disposal of millings as specified herein, and no additional allowance will be made therefor.

Full compensation for installing and removing temporary asphalt tapers shall be included in the contract price for asphalt concrete surface and no additional allowance will be made therefor.

Full compensation for removing existing asphalt concrete from top of gutters shall be included in the contract price for asphalt concrete surface and no additional allowance will be made therefor.

Full compensation for furnishing weigh master's certificates shall be considered as included in the contract price paid per ton for asphalt concrete and asphalt concrete base and no additional allowance will be made therefore.

[Revised: 11/20/14 Lab STD2010]

SECTION 56

SIGNS

56-2.01A(1) Summary: This work shall consist of installation, removal, and relocation of roadside signs and posts, as shown on the plans, where directed by the Engineer, and shall conform to the City Specifications.

Signs and hardware which are not to be mounted on traffic signal mastarms or poles shall be provided and installed by the Contractor at the locations shown on the plans per Part II of the City Traffic Standards.

Existing signs which are not on traffic signal mastarms or poles shall be relocated as shown on the plans by the Contractor.

New signs and brackets to be mounted on traffic signal mastarms and poles shall be provided and installed by the City.

Existing signs on traffic signal mast arms and poles will be relocated by the City.

All signs being removed shall be salvaged and returned to the City of Santa Rosa Sign Shop at 55 Stony Point Road.

All poles being removed shall become the property of the Contractor.

56-2.02D Payment: **Install Sign** shall be paid for at the contract unit price **each**, which price shall include full compensation for furnishing all labor, materials, tools and equipment and doing all work involved in providing and installing signs, and sign mounting hardware, including extensions and no additional allowance will be made therefor.

Install 2-Inch Sign Post shall be paid for at the contract unit price **each**, which price shall include full compensation for furnishing all labor, materials, tools and equipment and doing all work involved in providing and installing 2" sign posts complete, including excavating, coring sidewalk, backfill, concrete, and replacing landscaping, as specified herein, and no additional allowance will be made therefor.

Relocate Sign and Post shall be paid for at the contract unit price **each**, which price shall include full compensation for furnishing all labor, materials, tools and equipment and doing all work involved in relocating sign and post, including excavating, coring sidewalk, backfill, concrete, and replacing landscaping as specified herein, and no additional allowance will be made therefor.

Remove Sign shall be paid for at the contract unit price **each**, which price shall include full compensation for furnishing all labor, materials, tools and equipment and doing all work involved in removal and salvage of signs, as specified herein, and no additional allowance will be made therefor.

[Version: 3/8/10]

SECTION 73

CONCRETE CURBS AND SIDEWALKS

73-1.01A Summary: This work shall consist of curbs, gutters, sidewalks, curb ramps, site wall and gutter depressions and shall be constructed in accordance with the details and at the location shown on the plans and in conformance to the strictest accessibility requirements of Section 73 of the City Specifications, Federal ADA Standards or Accessible Guidelines for Buildings and Facilities (ADAAG), Title 24 Chapter 11B of the California Code of Regulations, and Standard Specifications.

73-1.01E Color: A colored pigment designed for the integral coloring of concrete shall be added to the concrete mix. The pigment shall contain pure concentrated mineral pigments specifically processed for mixing into concrete and complying with ASTM C979. The colored pigment shall be alkali and weather resistant. Dosage to produce an equivalent color to existing adjacent concrete as recommended by manufacturer. Provide submittal of technical data sheet of proposed color for review and approval by the Engineer prior to use. A mock-up may be required per Engineer's discretion to confirm the color and dosage amounts.

73-1.02B Detectable Warning Surface: Curb ramp detectable warning surface shall consist of raised truncated domes constructed with curb ramps in conformance with the details shown on the plans and these Special Provisions.

The detectable warning surface shall be a certified cast-in-place polymer composite tile detectable warning surface per the Standard Specifications. Provide submittal of technical data sheet of proposed detectable warning surface for review and approval by Engineer prior to use.

The detectable warning surface color shall be "Federal Yellow" (Federal No. 33538).

The detectable warning surface tiles shall be protected from concrete spatter while installing the cast-in-place detectable warning surface into the PCC sidewalk by temporary 4 mil plastic sheeting or approved equal.

The finished surfaces of the detectable warning surface shall be free from blemishes. No cutting of the tiles shall be allowed. Installation will be per the manufacturer's instructions or as directed by the Engineer.

The manufacturer shall provide a written five (5) year warranty for prefabricated warning surfaces, guaranteeing replacement when there is a defect in the dome surface, color fastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty shall begin upon acceptance of the contract.

73-2.03 Construction: Curb construction shall be in accordance with Section 73-1.05 of the City Standards. Curb construction shall be in conformance to the details and at the locations shown on the plans and in accordance with City Specifications.

Curb and gutter shall be constructed in conformance to City STD-241, the details and locations shown on the plans and in accordance with the City Specifications.

All concrete which is to be removed from curb, gutter, and driveway areas shall be removed to the nearest construction joint or as directed by the Engineer.

Curb and gutter shall be cured in accordance with the requirements of Section 90-7 of the Standard Specifications except that the Contractor may substitute other than a pigmented sealer upon the approval in writing of such substituted sealer by the Engineer.

All oil, paint, tire marks, and other discoloring shall be removed from the curb and gutter by sandblasting prior to acceptance by the Engineer. Cement mortar will not be an acceptable substitute for sandblasting. Vandalism to uncured concrete surface shall be removed. If it cannot be removed from the surface, then the vandalized concrete shall be removed and replaced to the nearest scoremark.

Curb Ramp shall be constructed in accordance with the details and at the locations shown on the plans per Caltrans Standard plan A88A except the thickness shall be 4" minimum. For purposes of payment, curb ramp shall be paid for at the contract price per square foot for sidewalk and shall include any retaining curbs needed at the back of ramp areas. The area of concrete beneath the detectable warning surface shall be paid for at the contract price per square foot of sidewalk.

Tree roots encountered in the subgrade shall be pruned under the supervision of a licensed arborist and as directed by the Engineer. All root pruning shall be accomplished by the use of sharp tools appropriate for the size of the root to be cut. Each cut shall be clean with no torn bark or splintered wood remaining on the tree.

73-3.03 Sidewalk, Curb Ramp, and Gutter Depression Construction: Sidewalk, curb ramp, and gutter depression shall be constructed in accordance with the details and at the location shown on the plans and in conformance to the requirements of Section 73 of the City Specifications with the following modifications and additional requirements.

All concrete which is to be removed from sidewalk and driveway areas shall be removed to the nearest transverse score mark across the full width of sidewalk or construction joint as directed by the Engineer.

Soft or spongy material shall be removed and replaced with suitable material as required by the Engineer.

Sidewalk, curb ramp, and gutter depression shall be cured in accordance with the requirements of Section 90-7 of the Standard Specifications except that the Contractor may substitute other than pigmented sealer upon approval in writing of such substituted sealer by the Engineer.

Damage to and the replacement of boxes within the sidewalk area being replaced is the responsibility of the Contractor, except for new number 5 electrical pull boxes.

All oil, paint, tire marks, and other discoloring shall be removed from the curb ramp, and gutter depression by sandblasting prior to acceptance by the Engineer. Cement mortar will not be an acceptable substitute for sandblasting. Vandalism to uncured concrete surface shall be removed. If it cannot be removed from the surface, then the vandalized concrete shall be removed and replaced to the nearest scoremark.

Curb Ramp shall be constructed in accordance with the details and at the locations shown on the plans per the Standard Specifications.

Gutter Depression shall be constructed in accordance with the details and at the location shown on the plans and in conformance to the requirements of City STD-243 Standard Valley Gutter.

Prior to placing of forms for constructing curb and gutter, the Contractor shall remove a strip of asphalt at the lip of gutter 4-inches deep and wide enough for the forming of the gutter pan. After construction of the gutter the Contractor shall fill the area with an ADA acceptable walking surface. The area in front of the gutter shall be edge ground or milled similar to the adjacent gutter. All work shall be in accordance with the Standard Specifications and these special provisions.

73-3.03A Site Wall: Site wall shall be removed and relocated in accordance with the details and in conformance to the requirements of Section 73 of the City Specifications with the following modifications and additional requirements.

All concrete which is to be removed from site wall area shall be removed to the nearest vertical joint or as directed by the Engineer.

Reinforcing steel may be encountered in the existing site wall to be removed and no additional allowance will be made for the removal of such steel.

Soft or spongy material shall be removed and replaced with suitable material as required by the Engineer.

The Site wall shall be poured in a continuous pour with no cold joints.

The site wall and sidewalk shall NOT be a monolithic pour.

Site wall shall be cured in accordance with the requirements of Section 90-7 of the Standard Specifications except that the Contractor may substitute the pigmented sealer upon approval in writing of such substituted sealer by the Engineer.

All oil, paint, tire marks, and other discoloring shall be removed from the site wall by sandblasting prior to acceptance by the Engineer. Cement mortar will not be an acceptable substitute for sandblasting. Vandalism to uncured concrete surface shall be removed. If it cannot be removed from the surface, then the vandalized concrete shall be removed and replaced to the nearest joint.

The new site wall shall be doweled in to the existing site wall with three # 4 dowels. Two of the dowels shall be lapped tied and vertically stacked to the stem wall reinforcing in the new site wall. The third dowel shall be centered in the footing both vertically and horizontally. The dowels shall extend into the existing wall 4 inches and the new wall 12 inches. The dowels shall be secured into the existing wall with an exterior use high strength quick setting epoxy, submitted for approval to the Engineer.

The profile of the terminating end of the new site wall shall match the existing.

73-2.04 Payment: Curb and Gutter shall be paid for at the contract price per **linear foot**, which price shall include full compensation for furnishing and applying curing materials, forming and constructing curb openings for driveways, removing discoloring, root pruning, furnishing all labor, materials, tools and equipment and doing all the work involved in constructing curb and gutter complete in place as specified, including removing existing and disposal of curb and gutter, furnishing and placing expansion joint filler, constructing weakened plane joints, excavating, and backfilling.

Sidewalk shall be paid for at the contract price per **square foot**, which price shall include full compensation for furnishing and applying curing materials, removing discoloring, root pruning, furnishing all labor, materials, tools and equipment and doing all the work involved in constructing sidewalk complete in place as specified, including furnishing and placing expansion joint filler, constructing weakened plane joints, removing existing sidewalk, and disposal of, furnishing and installing boxes that were damaged, adjusting boxes to grade, excavating, backfilling, furnishing and placing sand cushion and forming and constructing curb ramp including retaining curb at the back of ramp.

Detectable Warning Surface will be paid for at the contract **square foot** price, which price shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in installing detectable warning surface complete in place as specified including concrete, excavation and backfilling.

The area of concrete beneath the Detectable Warning Surface shall be paid for at the contract price paid for Sidewalk.

Site wall shall be paid for at the contract price per **linear foot**, which price shall include full compensation for furnishing and applying curing materials, removing discoloring, root pruning, furnishing all labor, materials, tools and equipment and doing all the work involved in constructing the site wall in place as specified, including furnishing and placing deformed bars, removing existing site wall, excavating, backfilling, landscaping and irrigation relocation, furnishing and placing epoxy, and forming site wall foundation and wall including adjusting foundation grade to accommodate back of curb ramp.

[Version: 10/21/14CDA STD2010]

SECTION 80 FENCES

80-1.01 Description: Fence barrier shall meet current California Building Code and the Standard Specifications pedestrian guardrail requirements. Additionally, the fence barrier shall be an ornamental steel guardrail manufactured in the USA, 48 inches tall, with a black finish. The fence barrier shall have square pickets with approximately 3 inches of air space between them, top and bottom rails, and 16 gage minimum posts with exterior grade finishes and hardware. The fence barrier shall include a 20-year manufacturer warranty at a minimum. The Fence Barrier shall be install on the northwest corner of Mendocino Ave and Steele Ln on the top of the retaining curb at the back of the ramp, and constructed in accordance with manufacturer's instructions and recommendations, these Special Provisions, and as directed by the Engineer. Provide cut sheets, manufacturer's guidelines and erection drawings for the fence barrier for review and approval by the Engineer prior to installation.

80-1.03 Connections: The connections to the posts shall be per manufactures guidelines and the Standard Specifications for exterior use connections and shall be included in the fence barrier submittal.

80-3.04 Payment: Fence Barrier shall be paid for at the contract price per **lineal foot**, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in constructing the fence barrier in place, as specified including furnishing and installing posts and connection brackets, excavating and backfilling holes, disposing of surplus excavated material, and furnishing and placing concrete footings, and no additional allowance will be made therefor.

[Updated: 10/3014CDA STD2010]

SECTION 84

TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-1.01 General: Attention is directed to Section 12 "Temporary Traffic Control" and Section 15 "Existing Facilities" of these Special Provisions. Traffic stripes and pavement markings shall conform to the applicable provisions of Section 84 of the Standard Specifications, The City Traffic Standards, and these Special Provisions and shall be placed at the locations shown on the Plans.

The Contractor shall provide and install temporary retro-reflective pavement markings on the same day as the existing permanent markings are removed or destroyed, or as directed by the Engineer, and maintain them until the new permanent markings are in place.

Temporary striping on all ground surfaces shall be paint (white and/or yellow) with retro-reflective glass beads or an approved equivalent and shall be installed the same day as the existing permanent striping is removed, or as directed by the Engineer. Temporary striping shall be maintained until new permanent striping is in place.

Existing pavement markings, including crosswalks, disturbed by construction activities shall be replaced in their entirety.

All striping to be replaced shall match existing sections in kind unless approved by the Engineer.

The Contractor shall remove all existing traffic striping and pavement marking in conflict with proposed improvements, as shown on the Plans, and as directed by the Engineer, and shall be responsible for the proper disposal of their grindings away from site work.

Permanent traffic stripes and pavement markings shall be installed after all iron has been raised for that particular street section, but no more than five days after final paving for that section of roadway unless noted otherwise.

Existing stripes and pavement markings to remain, which are damaged by the work shall be replaced at the Contractor's expense. This includes areas outside the immediate project limits.

Painted curbs which are damaged or replaced as part of the work shall be repainted to match existing conditions.

All thermoplastic, sprayed and extruded, shall be white.

Full compensation for temporary markings shall be considered as included in the price paid for various contract items of work involved and no additional compensation will be allowed therefor.

Extruded Thermoplastic material shall be applied at a minimum thickness of 0.090 inch.

Sprayable Thermoplastic material shall be applied at a minimum thickness of 0.060 inch.

Median Island Treatment shall be per City standard 721, except the island nose shall be painted yellow (note 1).

84-1.03E Application: The crosswalk at West Third St and Pierson St, shall be installed as “Continental” style per 2014 CAMUTCD Section 3B.18, Figure 3B-19.

84-2.03B Extruded Thermoplastic: 12 Inch, and 24 inch Thermoplastic Line, 8 Inch Thermoplastic Line, Thermoplastic Legend, Thermoplastic Arrow, Thermoplastic Bike Lane Marking, Thermoplastic Bicycle Detector Marking, and Thermoplastic Yield Limit Line shall be extruded thermoplastic. Extruded thermoplastic material shall be PTH-02ALKYD. No additional compensation will be made for yellow thermoplastic.

84-2.03C Sprayable Thermoplastic: 6 Inch Thermoplastic Line and 4 Inch Thermoplastic Line shall be, sprayed white thermoplastic with enhanced wet-night visibility. Sprayed thermoplastic material shall be PTH-02SPRAY. Placement of the sprayable thermoplastic shall meet the minimum days per manufacture to avoid tracking.

At the Engineer's discretion, within 3-7 days of applying a thermoplastic traffic stripe or pavement marking with enhanced wet-night visibility, the Contractor shall test the retroreflectivity using a reflectometer in the presence of the Engineer under ASTM E1710. For continuous lines, reflectance measurements must be made at approximately 20 feet intervals. For skip lines, measurements must be taken at two random locations on each skip. The Contractor shall provide all equipment necessary to conduct field tests.

The quantity of thermoplastic traffic stripes (Enhanced Wet-Night Visibility) to be paid for will be determined by measuring the length of traffic stripes applied. No deductions will be made for gaps in traffic striping. A 4 inch traffic stripe is measured as one traffic stripe. A 6 inch traffic stripe is measured as one traffic stripe. An 8 inch traffic stripe is measured as one traffic stripe.

84-1.04 Payment: 12 Inch and 24 Inch Thermoplastic Line will be paid for at the contract price per **square foot** which price shall include furnishing all thermoplastic pavement marking material, glass beads, and furnishing all equipment, tools, and labor, and doing all the work involved as herein specified, including eradication of existing traffic stripes and pavement markings and replacement of damaged stripes and markings, and no additional allowance will be made therefor.

8 Inch Thermoplastic Line will be paid for at the contract price per **lineal foot** which price shall include furnishing all thermoplastic pavement marking material, glass beads, and furnishing all equipment, tools, and labor, and doing all the work involved as herein specified, including eradication of existing traffic stripes and pavement markings and replacement of damaged stripes and markings, and no additional allowance will be made therefor.

6 Inch Thermoplastic Line, and 4 Inch Thermoplastic Line will be paid for at the contract price per **lineal foot** which price shall include furnishing all thermoplastic pavement marking material, glass beads, and furnishing all equipment, tools, and labor, and doing all the work involved as herein specified, including eradication of existing traffic stripes and pavement markings and replacement of damaged stripes and markings, and no additional allowance will be made therefor.

Thermoplastic Arrow, Thermoplastic Legend, Thermoplastic Bike Lane Marking and Thermoplastic Bicycle Detector Marking will be paid for at the contract price per **each**, which price shall include furnishing all thermoplastic pavement marking material, glass beads and furnishing all equipment, tools, and labor, and doing all the work involved as herein specified, including eradication of existing traffic stripes and pavement markings, temporary traffic stripes and pavement markings and replacement of damaged stripes and markings, and no additional allowance will be made therefor.

For Thermoplastic Bike Lane Marking, one unit shall include the arrow and the cyclist.

Thermoplastic Arrow and Thermoplastic Legend payment shall be paid at the contract unit price **each** regardless of the measured area of each unit.

Median Island Treatment will be paid for at the contract price per **each**, which price shall include furnishing all equipment, tools, and labor, and doing all the work involved as herein specified, including eradication of raised pavement markers, and type Q marker, supplying and installing Type Q marker, and supplying and installing yellow paint and no additional allowance will be made therefor.

Thermoplastic Yield Limit Line will be paid for at the contract price per **square foot** which price shall include furnishing all thermoplastic pavement marking material, glass beads, and furnishing all equipment, tools, and labor, and doing all the work involved as herein specified, including eradication of existing traffic stripes and pavement markings and replacement of damaged stripes and markings, and no additional allowance will be made therefor.

SECTION 85

PAVEMENT MARKERS

85-1.01 General: Raised pavement markers shall be placed at the locations shown on the Plans and in accordance with the applicable provisions of Section 85 of the Standard Specifications, these Special Provisions, and the City of Santa Rosa Traffic Standards. Attention is directed to Section 15 "Existing Facilities" of these Special Provisions.

85-1.02 Materials: All raised pavement markers (RPMs) shall conform to the most current State Specifications.

85-1.02B Nonreflective Pavement Markers: All nonreflective pavement markers shall be ceramic.

85-1.02C Retroreflective Pavement Markers: Blue reflective raised pavement markers are to be placed per City STD -857 for each fire hydrant within the construction limits of the project. Where a hydrant, whether existing or new, is located at the corner of two streets, a blue RPM shall be placed in each street.

85-1.03 Construction: Existing raised pavement markers to remain, which are damaged by the Contractor, shall be replaced as determined by the Engineer, at the Contractor's expense. This includes areas outside the immediate project limits.

The Contractor shall provide, install and maintain temporary markers on the same day that the existing permanent markers are removed, or as directed by the Engineer, and maintain this delineation until new permanent markers are in place. Temporary markers on non-ground surfaces shall be plastic adhesive retroreflective delineators.

Existing raised pavement markers conflicting with the proposed striping shall be removed immediately prior to placement of new markers.

Holes left in the pavement due to the removal of raised pavement markers shall be filled with enough adhesive to replace any asphalt which comes off with the removal of the pavement marker, leaving a level driving surface.

Permanent raised pavement markers shall be installed within 5 days following final pavement operations. Temporary markings shall be in place the same day of pavement operations.

85-1.04 Payment: **Raised Pavement Marker, Reflective** and **Raised Pavement Marker, Nonreflective**, shall be paid for at the contract unit price **each**, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in placing raised pavement markers, complete in place, including adhesives, removing existing pavement markers, supplying, installing and maintaining temporary floppies, and no additional allowance will be made therefor.

SECTION 86 ELECTRICAL SYSTEMS

86-1 General

86-1.01 Summary: The Contractor shall furnish and install or modify traffic signal system(s) at the location(s) shown on the plans in conformance with the applicable provisions of Section 86, "Electrical Systems", of the Standard Specifications, Standard Plans, the City Traffic Standards, these Special Provisions, and as directed by the Engineer.

86-2 Materials and Installation

86-2.01 Excavating and Backfill: All trench spoils shall be removed from the work area as they are generated.

Native material shall not be used as trench backfill.

Where conduit containing conductors of 100 volts or less is installed parallel and adjacent to the existing gutter lip, the trench shall be approximately two inches wider than the outside diameter of the conduit and shall not exceed six inches in width. Trench depth shall not exceed conduit trade-diameter plus ten inches, except that at pull boxes the trench may be hand dug to required depth. The conduit shall be placed in the bottom of the trench with the top of the conduit a minimum of nine inches below finish grade.

When conduit containing conductors of 100 volts or less is not installed adjacent to the lip of gutter it shall be installed with a minimum of 18 inches of cover.

86-2.02 Removing and Replacing Improvements: Concrete removal shall conform to the applicable provisions of Section 15-3 of the Standard Specifications and these Special Provisions.

All electrical pull boxes number 6 and greater including 30"x40" and 30"x48" within the limits of curb ramp and sidewalk replacement shall be reused and adjusted to grade as needed. If a box is damaged, and in the opinion of the Engineer the box cannot be reused the supply and installation of the box is the responsibility of the Contractor.

Number 5 pull boxes and smaller that are damaged during the removal of the sidewalk shall be replaced with a new number 5 box, per these Special Provisions.

All concrete to be removed shall be disposed of by the Contractor away from the site of the work. Burying of broken concrete within the limits of the project will not be allowed.

All concrete which is to be removed from sidewalk, curb, gutter, and driveway slab areas shall be removed to the nearest score mark or construction joint as directed by the Engineer.

Reinforcing steel may be encountered in portions of concrete to be removed and no additional allowance will be made for the removal of such steel.

All sidewalk and curb and gutter which are removed shall be reconstructed in accordance with Section 73 of the City of Santa Rosa Construction Specifications.

86-2.05 Conduit: Conduit shall conform to Standard Specifications and Part IV-F of the City Traffic Standards.

86-2.06 Pull Boxes: Pull boxes shall conform to STD 730 of the City Traffic Standards, these Special Provisions and Section 86-2.06 of the Caltrans Standard Specifications.

All existing pull boxes to receive new conductors and/or conduits shall be cleaned out, all existing grout removed, and the bottoms re-grouted with a drain hole or the boxes replaced to meet current City Standards.

86-2.08 Conductors and Cables:

86-2.08A General: All conductors for traffic signal or street lighting systems shall conform to Section 86 of the Standard Specifications, Part IV-G of the City Traffic Standards, as shown on the plans, or as specified herein.

Interconnect cable shall consist of 25-pair twisted, shielded #19 A.W.G. solid copper wire and in accordance with ISMA 40-2 specifications. 12-pair twisted cable may be used on end runs as determine by the Engineer. Each pair shall have polyethylene insulation, and be color coded or numbered by pairs. The color coding or numbering by pairs shall match and be consistent with terminal point numbering throughout the project. The interconnect cable jacket shall be black polyethylene. Cables shall be installed with no splices. Cables shall be pulled by hand and the use of winches or other power actuated pulling equipment will not be permitted. Six feet of slack shall be left in each pullbox.

If the interconnect cable is damaged or removed as a precaution, the interconnect cable shall be reinstalled and the system shall be operational within three calendar days.

86-2.09 Wiring: Wiring shall conform to the Standard Specifications and PART IV-G of the City Traffic Standards.

86-2.09A Electrical Conduit Clearance: In some cases there is potential for less than minimum clearance in elevation between existing conduits and electrical wires and newly installed pull box lids when new ramps are constructed. In these cases, the Contractor will be required to excavate down to the conduit sweep entering the box and install new conduits and repull wires to achieve the required clearance.

86-2.14C Functional Testing: The functional test for each traffic signal system and lighting system shall consist of not less than 48 hours of continuous, satisfactory operation. If unsatisfactory performance of the system develops, the conditions shall be corrected and the test shall be repeated until the 48 hours of continuous, satisfactory operation is obtained.

86-5 Detector Loop

86-5.01A Inductive Loop Detectors: Inductive loop detectors shall conform to Part IV-H of the City Traffic Standards.

Detector handholes shall be Type A installed per State STD.-ES-5D.

Any existing traffic signal detectors to remain that are damaged shall be replaced at the Contractor's expense within five working days or as directed by the Engineer.

All detector handholes and conduit leading to them shall remain and be kept in working order whether or not there are loops leading to them currently or on the plans.

86-8.10 Payment: **Detector Loop** to be installed as shown on the plans shall be paid for at the contract unit price **each**, which price shall include full compensation for furnishing all labor, material, tools, equipment, and doing all work involved, including sawcutting the pavement, furnishing and installing cable and epoxy sealant, connecting to the traffic signal controller and testing, and no additional allowance will be made therefor. Full compensation for the supply and installation of pull boxes shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Full compensation for the installation or adjustment of conduit shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Full compensation for conductors and cables shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Full compensation for electrical conduit clearance shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Full compensation for functional testing shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Installation of **No. 5 Pull Box** shall be paid for at the contract unit price **each**, which price shall include full compensation for furnishing all labor, material, tools, equipment and doing all work involved as shown on the plans and as specified herein and no additional allowance will be made therefor.

In the event of an increase or a decrease in the amount of the Engineer's estimated quantity of No. 5 Pull Box, such increase or decrease shall not be considered an alteration in excess of the 25 percent of the contract amount of such items under provisions of Section 4-1.05 of the Standard Specifications and no adjustment of the contract price for No. 5 Pull Box will be made.

SECTION 121 NOTIFICATION

121-1.01: The Contractor shall notify the Engineer of any work to be performed on any given work day either on the afternoon of the prior working day or before 8:30 a.m. on the given working day. Any work completed for which the Engineer has not received prior notification of its scheduling MAY NOT BE ACCEPTED FOR PAYMENT.

121-3.01 Payment: Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

[Version: 10/13/14-CDA STD2010]

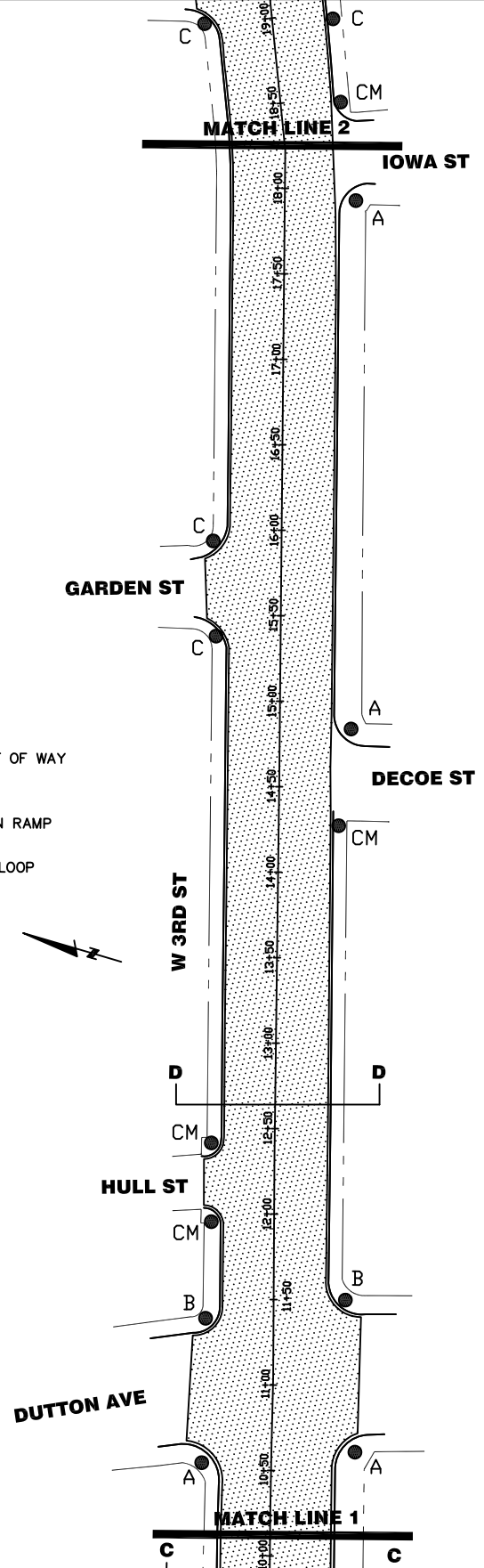
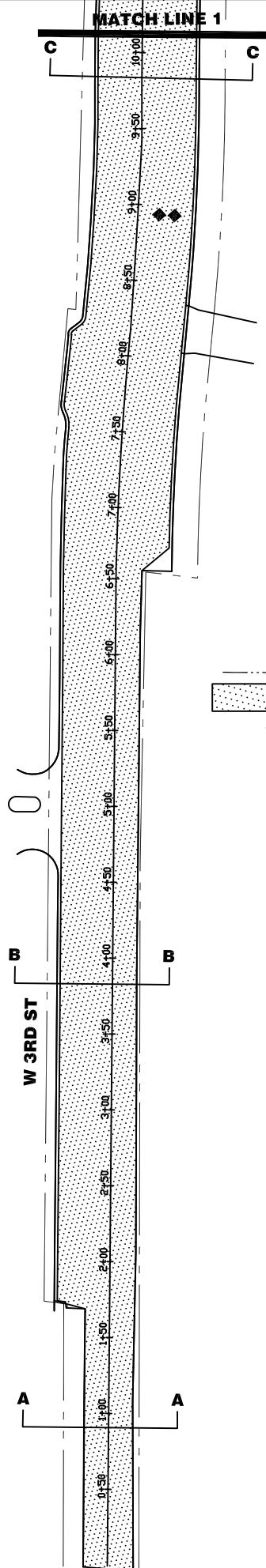
SECTION 300

INCENTIVE

300.01 ADJUSTMENT TO GRADE:

As an incentive to the Contractor for compliance with the requirement to Section 100-1 and Section 100-2, \$25 per each (EA) manhole, water valves, and monument cover will be paid to the Contractor if adjustment to grade is made within three (3) working days after placement of the finish course of asphalt over that facility. For each day of non-compliance after the three (3) working days, \$2,000.00 will be deducted from any monies or compensation that may be due the Contractor for any number of covers not adjusted to grade. Payment of incentive will be based on the following formula:

Incentive = \$25 x (number of manholes, mainline cleanouts frame, water valves, and monument covers raised within 3 working days after final overlay application for that particular street segment).



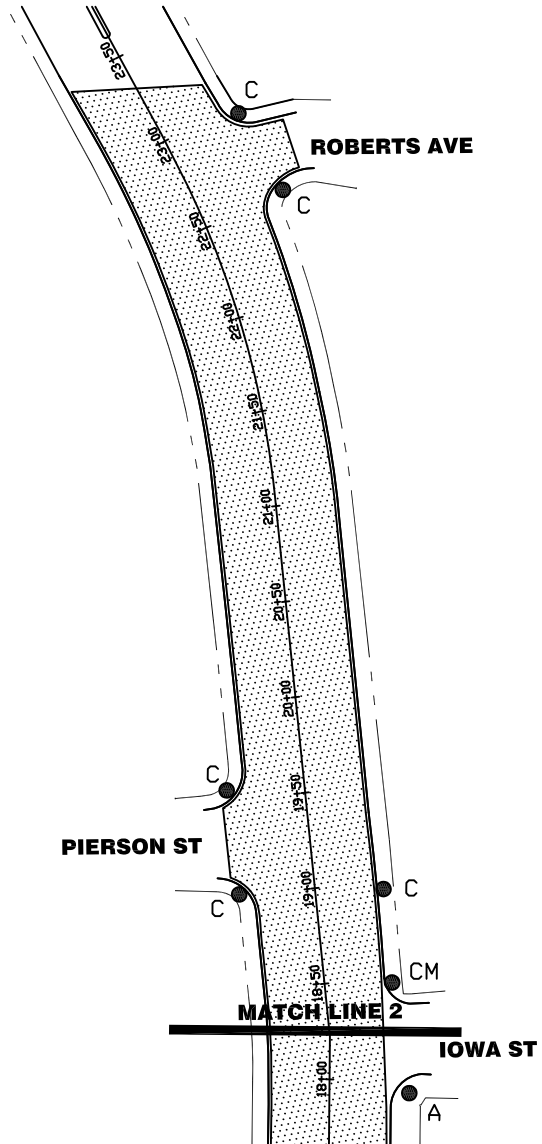
CITY OF SANTA ROSA

SANTA ROSA COMPLETE STREET
ROAD DIET ON TRANSIT CORRIDOR
WEST THIRD ST – PLAN

SCALE: 1" = 100' DATE: 11-17-16

LEGEND

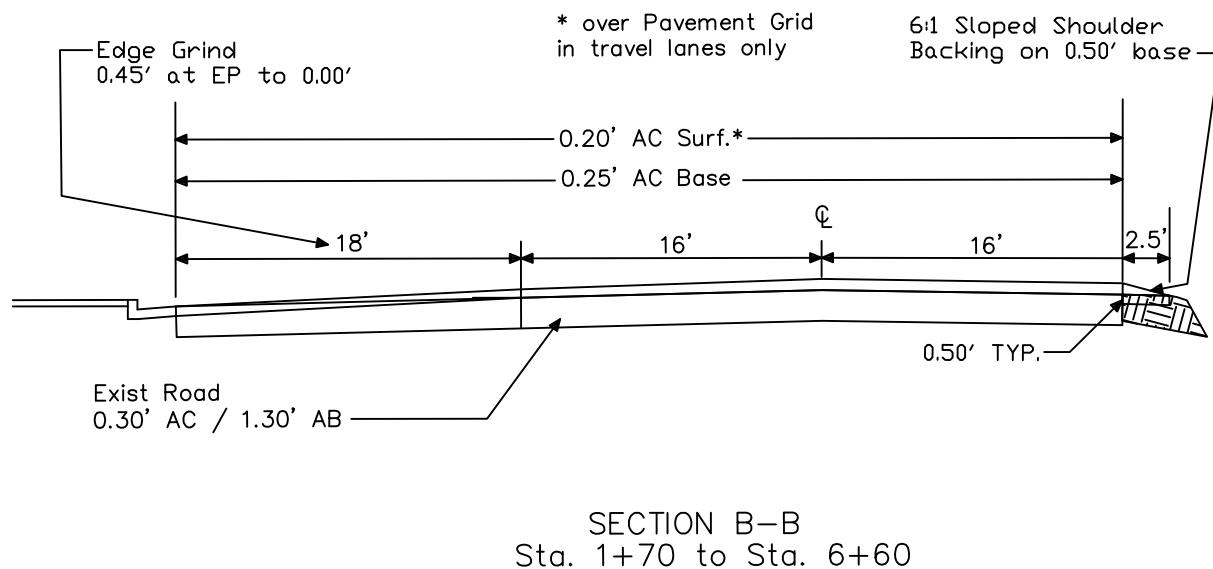
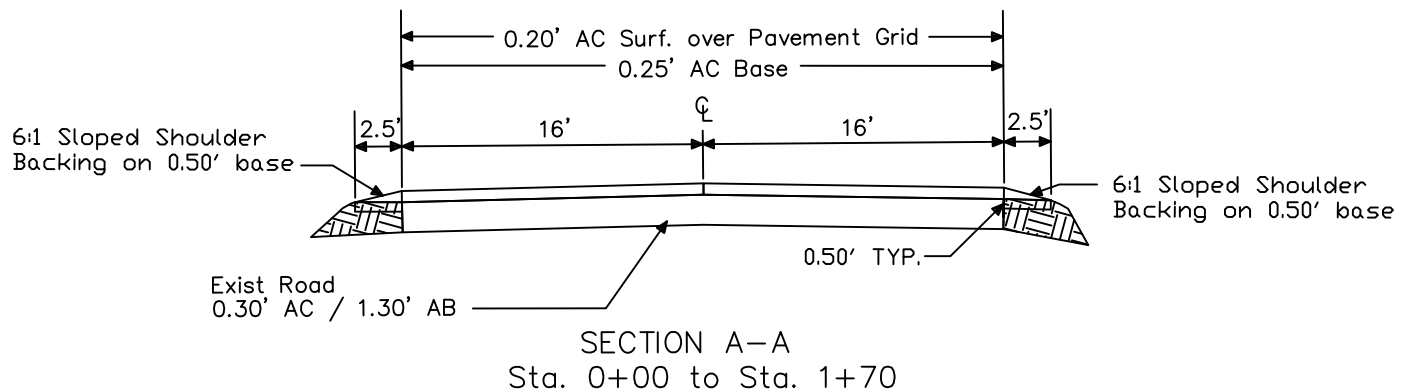
- = APPROXIMATE RIGHT OF WAY
- [Stippled Box] = OVERLAY LIMITS
- = INSTALL PEDESTRIAN RAMP
TYPE INDICATED



CITY OF SANTA ROSA

SANTA ROSA COMPLETE STREET
ROAD DIET ON TRANSIT CORRIDOR
WEST THIRD ST – PLAN

SCALE: 1" = 100' | DATE: 11-17-16



CROSS SECTIONS (NTS) WEST THIRD ST

NOTE:

TRAFFIC SIGNAL INTERCONNECT CABLE, CONDUIT AND CONDUCTORS CAN BE VERY SHALLOW. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THE SIGNAL INTERCONNECT CABLE, CONDUIT AND CONDUCTORS FROM ANY DAMAGE. IF DAMAGED, THE ENTIRE RUN OF SIGNAL INTERCONNECT CABLE SHALL BE REPLACED BY THE CONTRACTOR AT THEIR EXPENSE, WITHOUT SPLICES, CONTROLLER TO CONTROLLER.

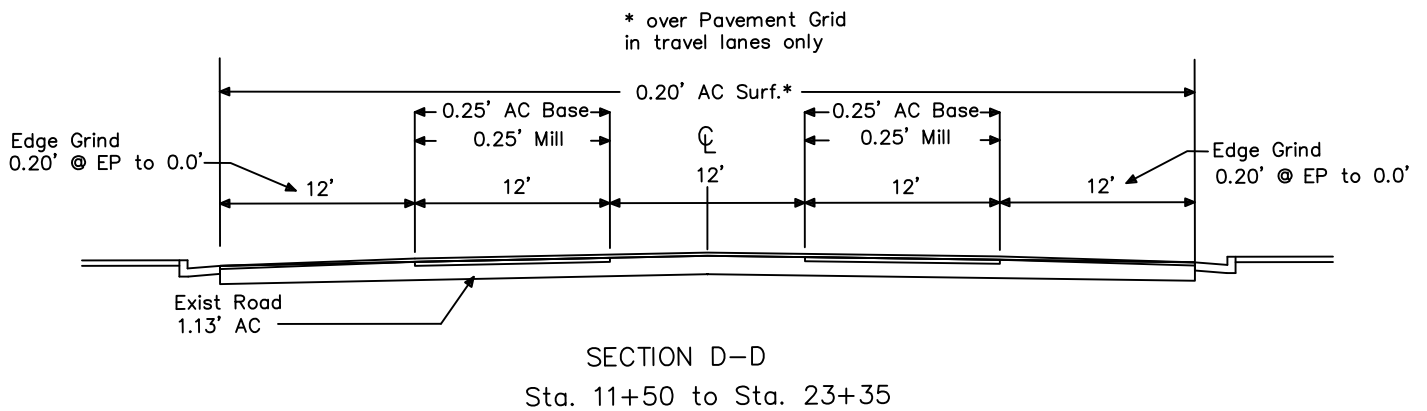
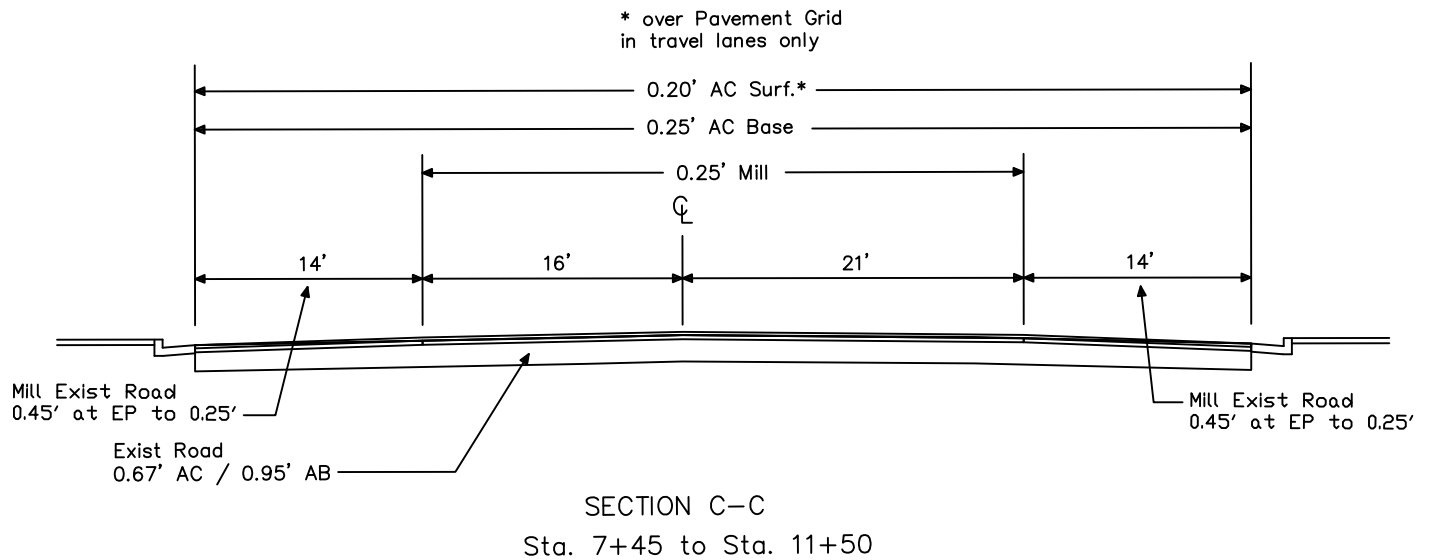
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CITY OF SANTA ROSA

SANTA ROSA COMPLETE STREET
ROAD DIET ON TRANSIT CORRIDOR
WEST THIRD ST – SECTIONS

SCALE: N.T.S.

DATE: 11-17-16



CROSS SECTIONS (NTS) WEST THIRD ST

NOTE:

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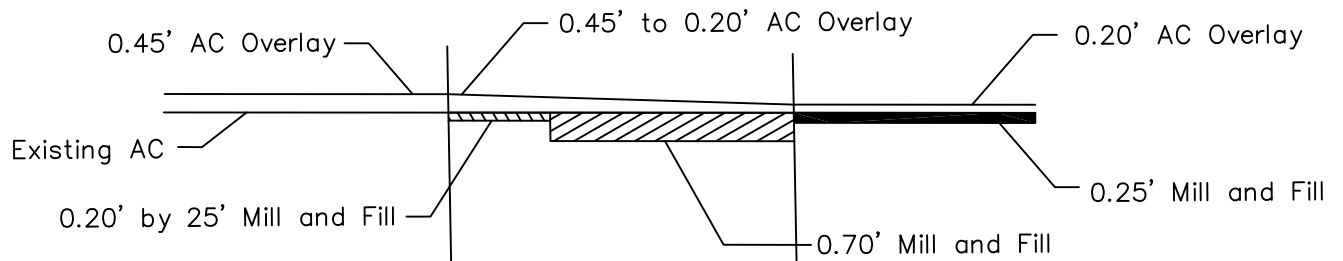
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CITY OF SANTA ROSA

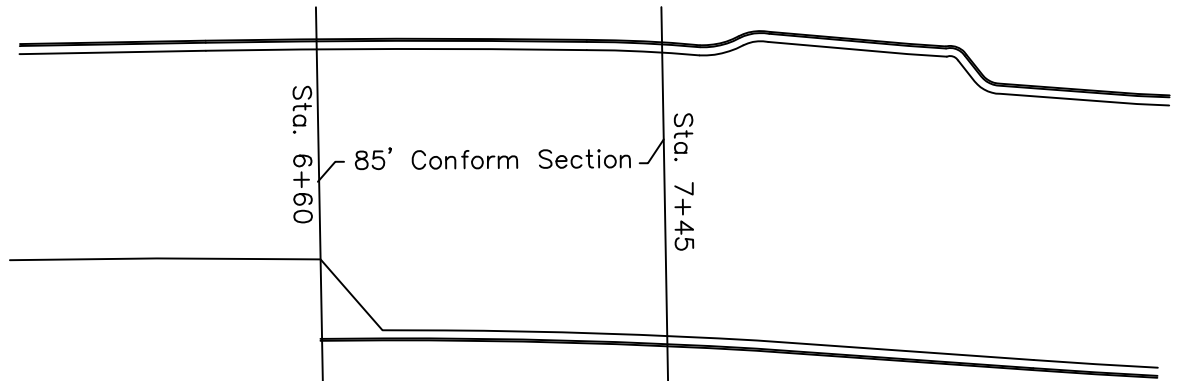
SANTA ROSA COMPLETE STREET
ROAD DIET ON TRANSIT CORRIDOR
WEST THIRD ST – SECTIONS

SCALE: N.T.S.

DATE: 11-17-16



PROFILE VIEW
SECTION BB-BB
Sta 6+60 to Sta. 7+45



PLAN VIEW
SECTION BB-BB
Sta 6+60 to Sta. 7+45

**0.45' to 0.20' Overlay Transition
Sta. 6+60 to 7+45
WEST THIRD ST N.T.S.**

NOTE:

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87 C01870

CITY OF SANTA ROSA

SANTA ROSA COMPLETE STREET
ROAD DIET ON TRANSIT CORRIDOR
WEST THIRD ST – SECTIONS

SCALE: N.T.S.

DATE: 11-17-16

REMOVE W-4-2
on LP #C2992

MATCHLINE 1

NOTES

1. MEDIAN ISLAND TREATMENT SHALL BE PER CITY STANDARD 721. THE COLOR SHALL BE YELLOW.
2. ALL DETAILS PER MUTCD.

LEGEND

- = APPROXIMATE RIGHT OF WAY
- ↩ = INSTALL THERMOPLASTIC ARROW PER MUTCD TYPE IV
- ↑ = INSTALL THERMOPLASTIC ARROW PER MUTCD TYPE VI
- * = INSTALL THERMOPLASTIC BIKE LANE SYMBOL PER MUTCD FIGURE 9C-3 B
- ⬇ = INSTALL THERMOPLASTIC BICYCLE DETECTOR MARKING PER MUTCD FIGURE 9C-7
- ⊞ = INSTALL SIGN AS NOTED
- ⬇ = INSTALL THERMOPLASTIC PAVEMENT MARKING PER MUTCD



REMOVE W9-2
ON LP #C2990

INSTALL
30" x 30" W9-1
ON EXISTING
POST

INSTALL
30" x 30" W4-2
ON LP #C2991

DETAIL 30
270'

DETAIL 39

WEST THIRD ST

INSTALL 18" x 24"
R81 ON NEW POST

DETAIL 23
170'

DETAIL 39

WEST THIRD ST

MATCHLINE 2

DETAIL 10
345'

DETAIL 33
468'

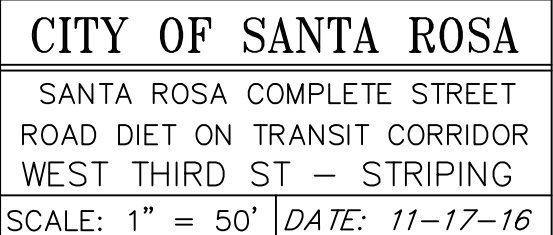
DETAIL 39

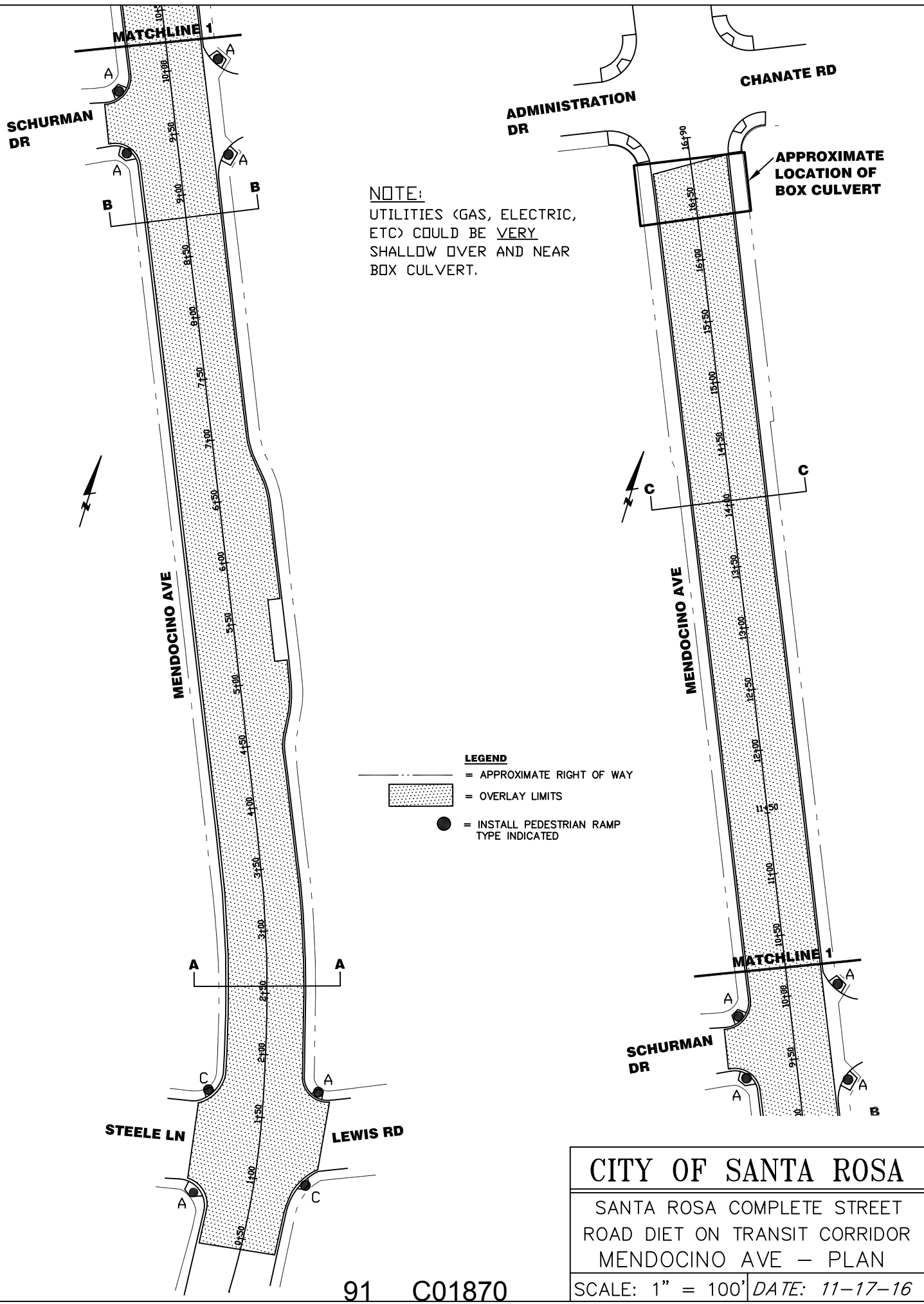
MATCHLINE 1

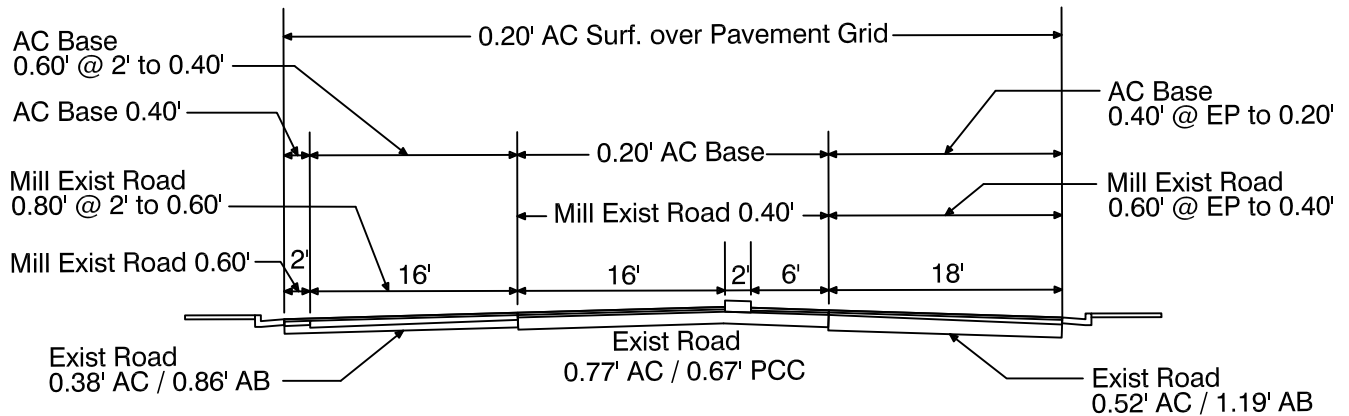
CITY OF SANTA ROSA

SANTA ROSA COMPLETE STREET
ROAD DIET ON TRANSIT CORRIDOR
WEST THIRD ST - STRIPING

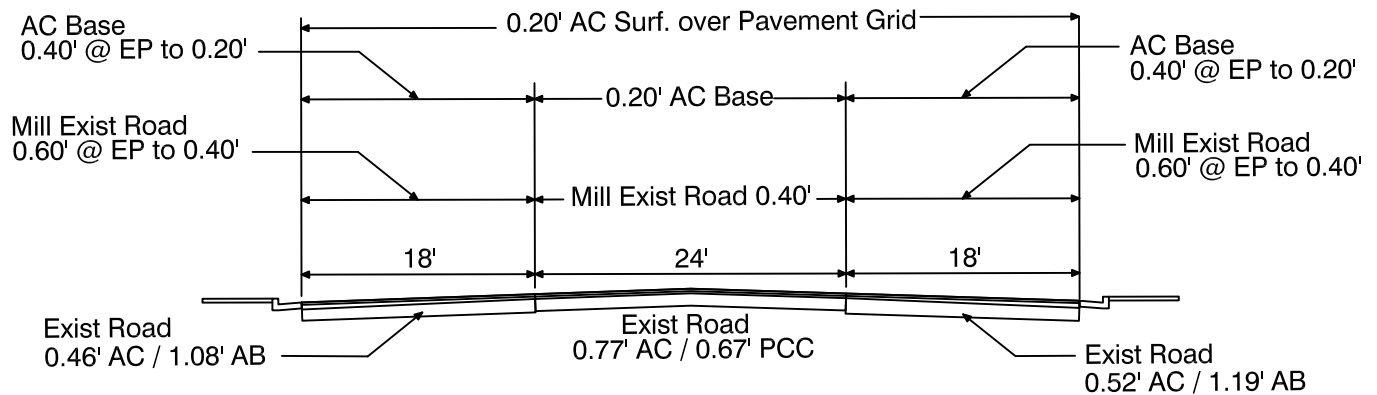
SCALE: 1" = 50' DATE: 11-17-16







SECTION A-A
Sta. 0+42 to 4+60



SECTION B-B
Sta. 4+60 to 12+60

CROSS SECTIONS (NTS)

MENDOCINO AVENUE

NOTE:

TRAFFIC SIGNAL INTERCONNECT CABLE, CONDUIT AND CONDUCTORS CAN BE VERY SHALLOW. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THE SIGNAL INTERCONNECT CABLE, CONDUIT AND CONDUCTORS FROM ANY DAMAGE. IF DAMAGED, THE ENTIRE RUN OF SIGNAL INTERCONNECT CABLE SHALL BE REPLACED BY THE CONTRACTOR AT THEIR EXPENSE, WITHOUT SPLICES, CONTROLLER TO CONTROLLER.

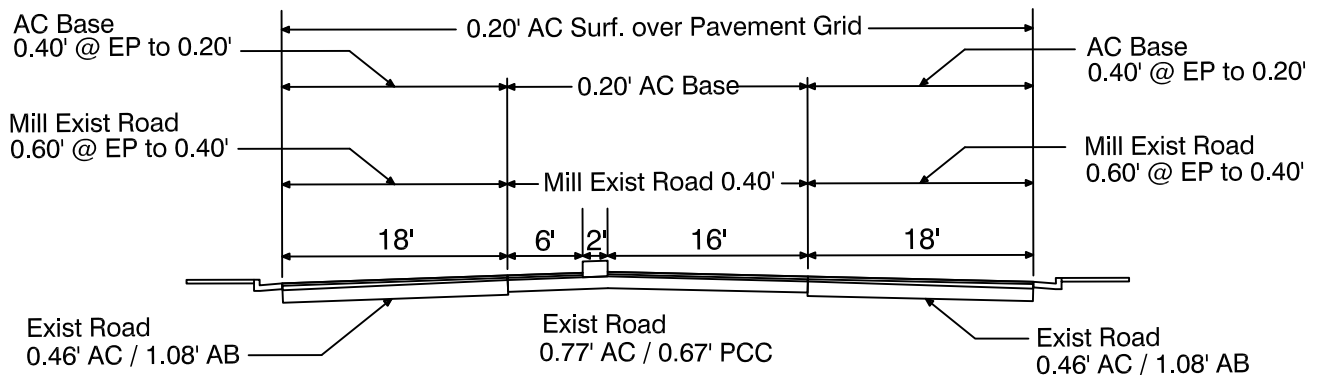
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CITY OF SANTA ROSA

SANTA ROSA COMPLETE STREET
ROAD DIET ON TRANSIT CORRIDOR
MENDOCINO AVE – SECTIONS

SCALE: N.T.S.

DATE: 11-17-16



SECTION C-C
Sta. 12+60 to 16+79

CROSS SECTIONS (NTS) MENDOCINO AVENUE

NOTE:

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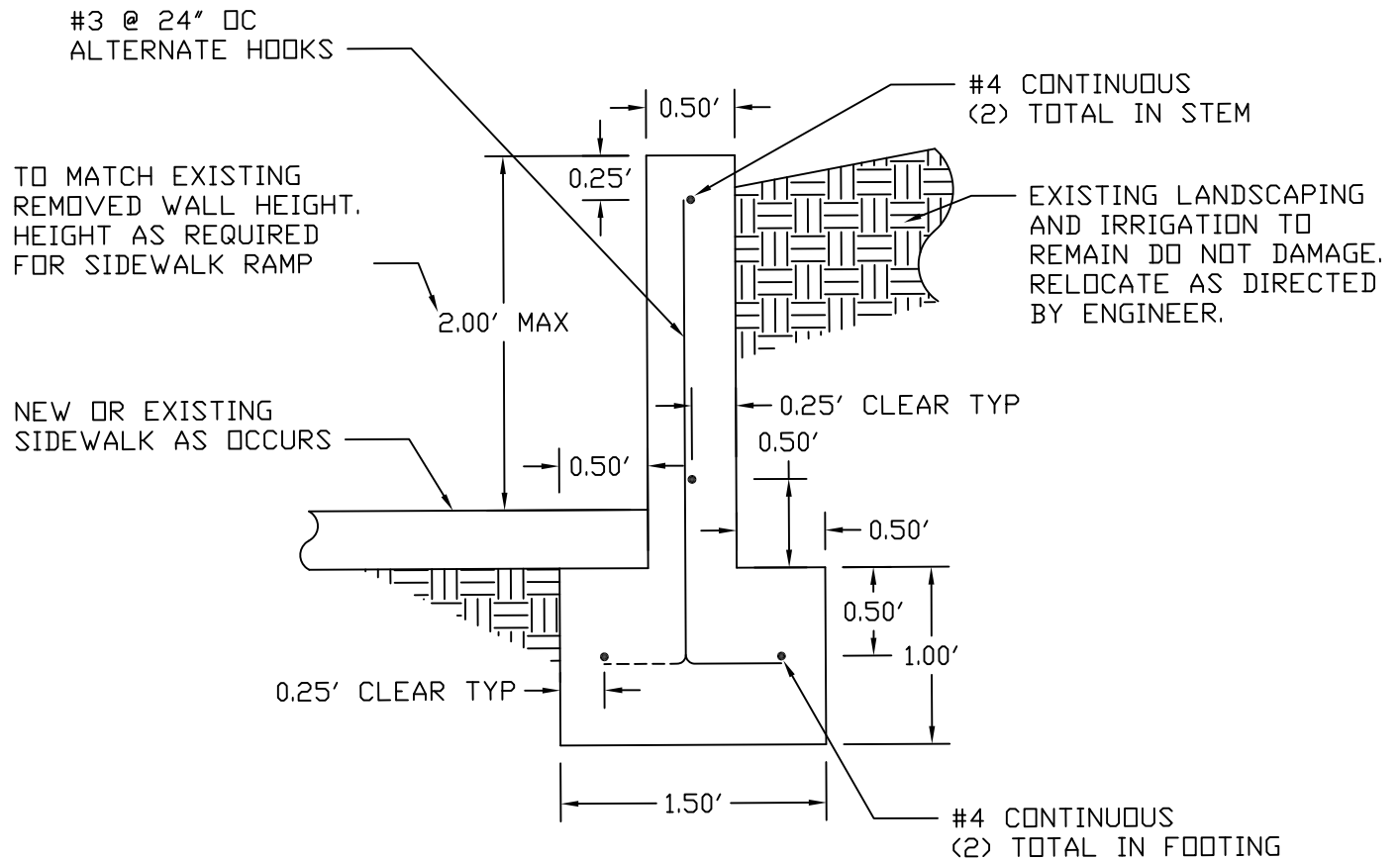
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CITY OF SANTA ROSA

SANTA ROSA COMPLETE STREET
ROAD DIET ON TRANSIT CORRIDOR
MENDOCINO AVE – SECTIONS

SCALE: N.T.S.

DATE: 11-17-16



SITE WALL DETAIL (NTS)

MENDOCINO AVE & LEWIS RD SE CORNER

NOTE:

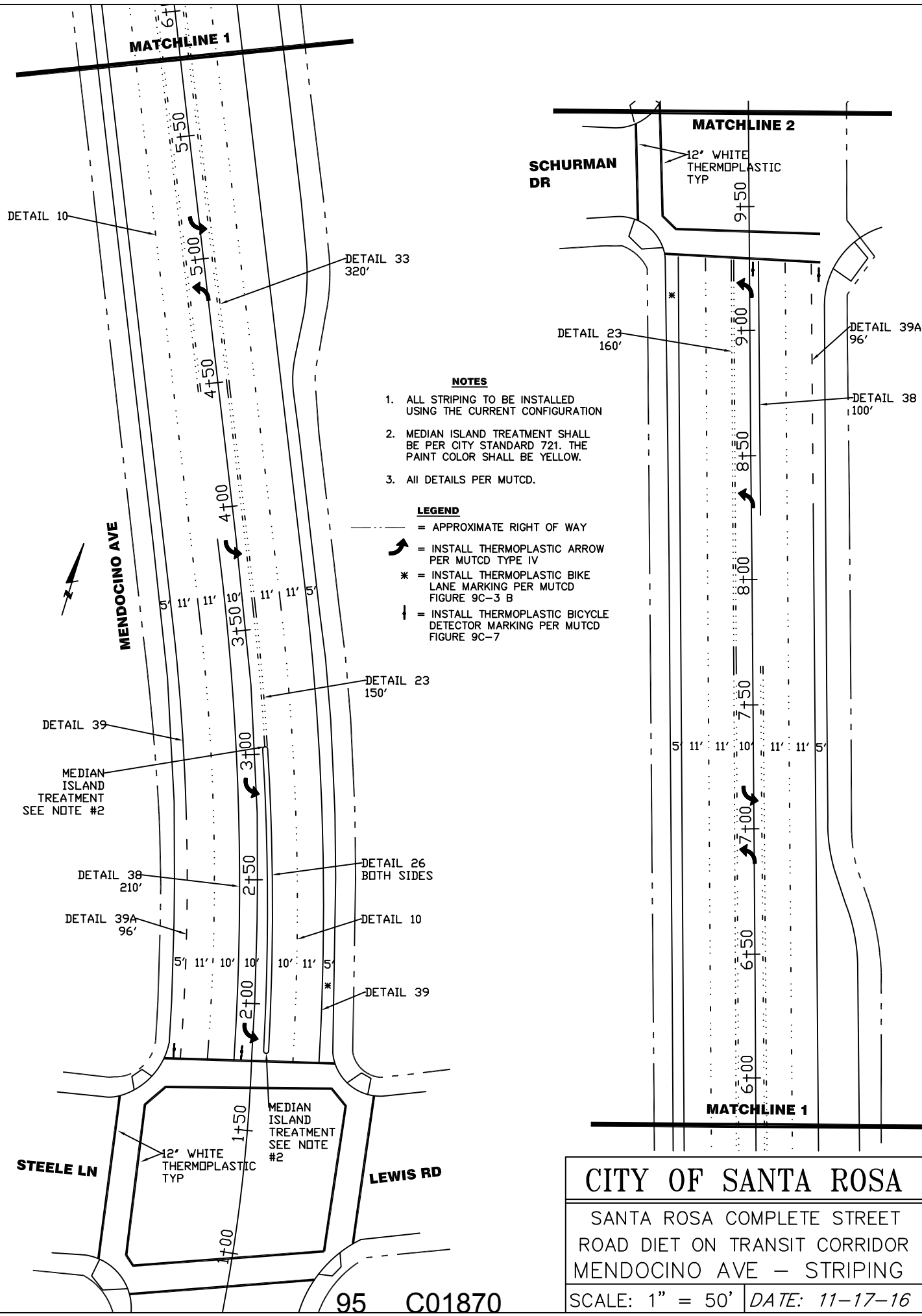
PROVIDE STANDARD HOOKS TO TERMINATE REINFORCING AT THE END OF THE SITE WALL. AT THE INTERSECTION WITH THE EXISTING WALL, PROVIDE DEFORMED BAR DOWELS PER SPECIAL PROVISIONS.

CITY OF SANTA ROSA

SANTA ROSA COMPLETE STREET
ROAD DIET ON TRANSIT CORRIDOR
MENDOCINO AVE – WALL DETAIL

SCALE: N.T.S.

DATE: 11-17-16



MATCHLINE 1

MATCHLINE 2

DETAIL 10

DETAIL 33
320'

SCHURMAN
DR

12" WHITE
THERMOPLASTIC
TYP

DETAIL 23
160'

DETAIL 39A
96'

DETAIL 38
100'

NOTES

- 1. ALL STRIPING TO BE INSTALLED USING THE CURRENT CONFIGURATION
- 2. MEDIAN ISLAND TREATMENT SHALL BE PER CITY STANDARD 721. THE PAINT COLOR SHALL BE YELLOW.
- 3. ALL DETAILS PER MUTCD.

LEGEND

- = APPROXIMATE RIGHT OF WAY
- ↩ = INSTALL THERMOPLASTIC ARROW PER MUTCD TYPE IV
- * = INSTALL THERMOPLASTIC BIKE LANE MARKING PER MUTCD FIGURE 9C-3 B
- ↓ = INSTALL THERMOPLASTIC BICYCLE DETECTOR MARKING PER MUTCD FIGURE 9C-7

MENDOCINO AVE

DETAIL 39

MEDIAN
ISLAND
TREATMENT
SEE NOTE #2

DETAIL 38
210'

DETAIL 39A
96'

DETAIL 23
150'

DETAIL 26
BOTH SIDES

DETAIL 10

DETAIL 39

STEELE LN

12" WHITE
THERMOPLASTIC
TYP

MEDIAN
ISLAND
TREATMENT
SEE NOTE
#2

LEWIS RD

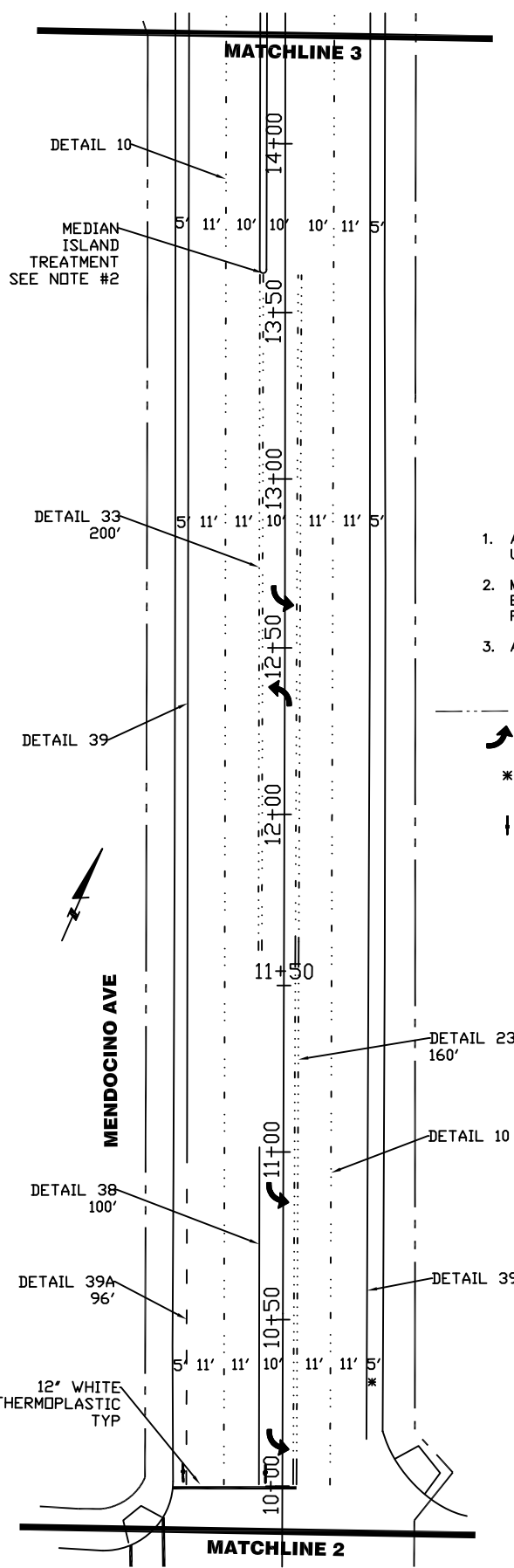
MATCHLINE 1

CITY OF SANTA ROSA

SANTA ROSA COMPLETE STREET
ROAD DIET ON TRANSIT CORRIDOR
MENDOCINO AVE - STRIPING

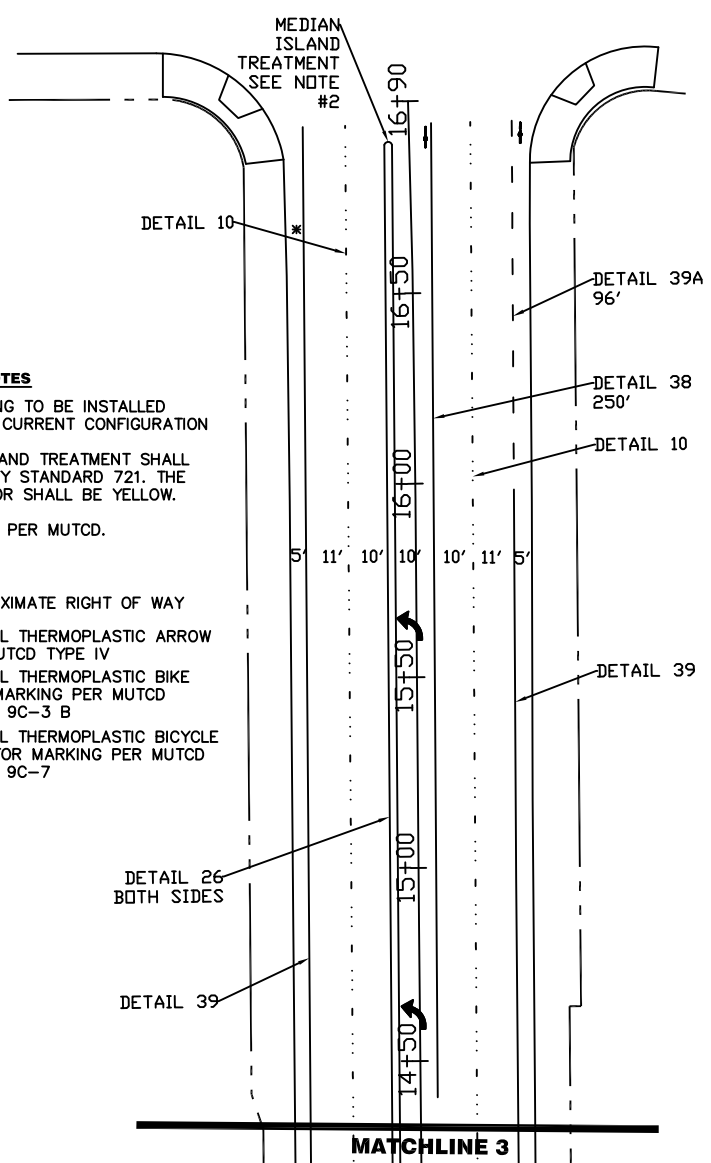
SCALE: 1" = 50' DATE: 11-17-16

95 C01870



**ADMINISTRATION
DR**

CHANATE RD



- NOTES**
1. ALL STRIPING TO BE INSTALLED USING THE CURRENT CONFIGURATION
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 - ⏏ = INSTALL THERMOPLASTIC BICYCLE DETECTOR MARKING PER MUTCD FIGURE 9C-7

CITY OF SANTA ROSA

SANTA ROSA COMPLETE STREET
ROAD DIET ON TRANSIT CORRIDOR
MENDOCINO AVE – STRIPING

SCALE: 1" = 50' DATE: 11-17-16

BID FORMS

CITY OF SANTA ROSA

STATE OF CALIFORNIA

SANTA ROSA COMPLETE STREETS ROAD DIET ON TRANSIT CORRIDOR

The work to be performed and referred to herein is in the City of Santa Rosa, California and consists of improvements to be constructed in accordance with the provisions of the Invitation for Bids, containing the Notice to Bidders, the Special Provisions, the Project Plan(s), the Bid Forms and the Contract, all of which are by reference incorporated herein, and each Addendum, if any is issued, to any of the above which is also incorporated by reference herein.

TO THE AWARD AUTHORITY OF THE CITY OF SANTA ROSA

The undersigned, as bidder, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that Contractor has carefully examined the Project Plans, Invitation for Bids and conditions therefor, and is familiar with all bid requirements, that Contractor has examined this Contract and the provisions incorporated by reference herein, and Contractor hereby proposes, and agrees that if its bid is accepted by the City, Contractor will provide all necessary machinery, tools, apparatuses, and other means of construction, and to do all the work and furnish all the materials and services required to complete the construction in accordance with the Contract, the Special Provisions, the Project Plan(s), and Addenda to any of the above as incorporated by reference, in the time stated herein, for the unit prices and/or lump sum prices as follows:

UNIT PRICE SCHEDULE

SANTA ROSA COMPLETE STREETS ROAD DIET ON TRANSIT CORRIDOR

NAME OF BIDDER: _____

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	TRAFFIC CONTROL	1	LS	\$ _____	\$ _____
2	LOWER EXISTING VALVE BOXES	30	EA	\$ _____	\$ _____
3	LOWER EXISTING MONUMENTS	17	EA	\$ _____	\$ _____
4	LOWER EXISTING MANHOLES	27	EA	\$ _____	\$ _____
5	ADJUST EXISTING VALVE BOXES TO GRADE	30	EA	\$ _____	\$ _____
6	ADJUST EXISTING MONUMENTS TO GRADE	17	EA	\$ _____	\$ _____
7	ADJUST EXISTING MANHOLES TO GRADE	27	EA	\$ _____	\$ _____
8	PAVEMENT REPAIR / DIGOUT	3,500	SY	\$ _____	\$ _____
9	SHOULDER BACKING	125	TON	\$ _____	\$ _____
10	PAVEMENT GRID	18,000	SY	\$ _____	\$ _____
11	ASPHALT CONCRETE SURFACE	3,860	TON	\$ _____	\$ _____
12	ASPHALT CONCRETE BASE	4,210	TON	\$ _____	\$ _____
13	EDGE GRIND - VARYING WIDTHS	2,860	LF	\$ _____	\$ _____
14	MILL - VARYING DEPTHS	17,100	SY	\$ _____	\$ _____
15	INSTALL SIGN	14	EA	\$ _____	\$ _____
16	INSTALL 2-INCH SIGN POST	5	EA	\$ _____	\$ _____
17	RELOCATE SIGN AND POST	1	EA	\$ _____	\$ _____
18	REMOVE SIGN	3	EA	\$ _____	\$ _____
19	CURB AND GUTTER	695	LF	\$ _____	\$ _____
20	SIDEWALK	4,360	SF	\$ _____	\$ _____
21	DETECTABLE WARNING SURFACE	369	SF	\$ _____	\$ _____
22	SITE WALL	18	LF	\$ _____	\$ _____
23	FENCE BARRIER	20	LF	\$ _____	\$ _____
24	12 AND 24 INCH THERMOPLASTIC LINE	1,836	SF	\$ _____	\$ _____
25	8 INCH THERMOPLASTIC LINE	915	SF	\$ _____	\$ _____
26	6 INCH THERMOPLASTIC LINE	7,653	LF	\$ _____	\$ _____

Item No.	Description	Quantity	Units	Unit Price	Total Price
27	4 INCH THERMOPLASTIC LINE	1,549	LF	\$_____	\$_____
28	THERMOPLASTIC ARROW	46	EA	\$_____	\$_____
29	THERMOPLASTIC LEGEND	7	EA	\$_____	\$_____
30	THERMOPLASTIC BIKE LANE MARKING	21	EA	\$_____	\$_____
31	THERMOPLASTIC BICYCLE DETECTOR MARKING	12	EA	\$_____	\$_____
32	MEDIAN ISLAND TREATMENT	6	EA	\$_____	\$_____
33	THERMOPLASTIC YIELD LIMIT LINE	48	SF	\$_____	\$_____
34	RAISED PAVEMENT MARKER, REFLECTIVE	584	EA	\$_____	\$_____
35	RAISED PAVEMENT MARKER, NON-REFLECTIVE	2,594	EA	\$_____	\$_____
36	DETECTOR LOOP	2	EA	\$_____	\$_____
37	NO. 5 PULL BOX	20	EA	\$_____	\$_____
38	ADJUSTMENT TO GRADE (I)	74	EA	\$_____ 25.00	\$_____ 1,850.00
Total Base Bid (Sum of "Total Price" Column)					\$_____

In the case of any discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or in the case of lump sum items, is not the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price;
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The Total Base Bid shall be the sum of the "Total" column. In case of discrepancy between the sum of the "Total" column and the amount entered as Total Base Bid, the sum of the "Total" column shall prevail. The bid comparison will be based on the sum of the "Total" column for each bidder.

If this Contract Bid is accepted by the City and the undersigned fails to execute the Contract and to give all the bonds required under the Contract, with a surety satisfactory to the Award Authority of the City of Santa Rosa, within ten calendar days after bidder has received the Notice of Award from the Engineer, then the Award Authority may, at its option, determine that the bidder has abandoned the Contract, and thereupon this bid and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this bid shall be in accordance with California Public Contract Code section 20172.

The undersigned understands and agrees that the City is not responsible for any error or omissions on the part of the undersigned in making this bid.

The bidder to whom the Contract is awarded agrees to execute the Contract in favor of the City, in the form attached, and to deliver any and all required bond(s) and insurance certificates within ten calendar days from the date of Contractor's receipt of the Notice of Award. Following the award of the Contract, Contractor shall commence work within ten calendar days from the day authorized in the Notice to Proceed and diligently prosecute the same to completion in accordance with Section 8-1.04.

LIST OF SUBCONTRACTORS

NAME OF BIDDER: _____

The following is a list of each subcontractor who will perform work or labor or render services to the undersigned for the construction of the project in an amount in excess of ½ of 1% of the total amount of this bid.

The undersigned agrees that any portion of the work in excess of ½ of 1% of the total amount of this bid and for which no subcontractor is designated herein will be performed by the undersigned.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK (ITEM NO.)

LIST OF PREVIOUS SIMILAR JOBS

NAME OF BIDDER:[illegible]

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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

NOTE: The above Noncollusion Declaration is part of the Contract Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Declaration.

BID BOND AFFIDAVIT AND BIDDER'S SIGNATURE PAGE

Accompanying this bid is a guaranty in the form of (Notice: Insert the words "cash \$," "Cashier's Check," "Certified Check," or "Bidder's Bond" as the case may be):

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

The undersigned further agrees that if Contractor does not execute the Contract and deliver the necessary bonds to the City within the period of time specified in this Invitation for Bids, the proceeds of the security accompanying this bid shall become the property of the City of Santa Rosa, California, and this bid and the acceptance thereof may, at the option of the City, be considered null and void.

The undersigned is licensed in accordance with an act providing for the registration of Contractors, License No. _____, Class _____, expiration date _____.

The undersigned is registered with the Department of Industrial Relations, Registration No. _____.

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager of the corporation; if a partnership, state true name of partnership, also the names of all partners in the partnership; if the bidder is a sole proprietor, state the business name and the proprietor's name in full.

Secretary of State Business Entity Number: _____.

Business Address

Telephone Number

I declare under penalty of perjury that the foregoing is true and correct.

BIDDER'S SIGNATURE: _____

TITLE: _____

DATE: _____

Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE)

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.**

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor		DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				License Number	DIR Reg Number			
Name:								<input type="checkbox"/> <\$1 million
City, State:								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
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								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
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Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
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								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
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Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
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Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
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Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
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Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
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Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
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								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
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								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
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Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
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								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
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Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
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								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
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City, State:								<input type="checkbox"/> <\$1 million
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Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
Name:								Age of Firm: ____ yrs.
City, State:								<input type="checkbox"/> <\$1 million
					</			

*(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)*

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.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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.

Exhibit_12-E_Attachment_E (Debarment and Suspension Certification).doc

**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 subrecipients shall certify and disclose accordingly.

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

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

Congressional District, if known

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

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

13. Type of Payment (check all that apply)

☐
☐
☐
☐
☐
☐

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

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

☐
☐

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

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

(attach Continuation Sheet(s) 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:

Standard Form LLL Rev. 09-12-97

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

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

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

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

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

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE

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

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

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

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

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

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

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

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

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

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

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

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

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

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

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

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

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

8. Any additional data to support demonstration of good faith efforts.

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

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

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. *Subcontractor and Disadvantaged Business Enterprise Records*

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business

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

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

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

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

e. *Performance of Disadvantaged Business Enterprises*

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

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

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

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.

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

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

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

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

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

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

2. BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

3. CHANGED CONDITIONS

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

- When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

4. BUY AMERICA

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

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

Production includes:

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

5. QUALITY ASSURANCE

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

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

Schedule work to allow time for QAP.

6. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

and shall set forth what efforts have been made to obtain such information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the

contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in

a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these

and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good

faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily

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

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

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

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

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

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

* * * * *

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.

7. FEMALE AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	25.6
	7360 San Francisco-Oakland	
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	
	CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA	
	CA Santa Cruz	14.9
	7500 Santa Rosa	
	CA Sonoma	9.1
177	8720 Vallejo-Fairfield-Napa, CA	
	CA Napa; CA Solano	17.1
	Non-SMSA Counties:	
	CA Lake; CA Mendocino; CA San Benito	23.2
178	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo	
	Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter;	
	CA Yuba	
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus	
	8120 Stockton, CA	24.3
	CA San Joaquin	
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	

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	18.2
	CA Imperial	

For the last full week 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.

8. TITLE VI ASSURANCES

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

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S

obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section			15. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				%
25. Local Agency Representative's Signature _____ 26. Date _____ 27. Local Agency Representative's Name _____ 28. Phone _____ 29. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

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

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

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

LOCAL AGENCY SECTION

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

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% 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.

CONTRACT NO.

[illegible]

BUSINESS ADDRESS

BUSINESS PHONE NO.

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

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE

TITLE

DATE _____

CEM-2404F (NEW 12/99)

COPY DISTRIBUTION: ORIGINAL - RESIDENT ENGINEER

Form CP-CEM 2404 (F)(NEW 12/99)
MONTHLY DBE TRUCKING VERIFICATION

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

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

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of nonDBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

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

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

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

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant		6. Business Address		7. Final Contract Amount			
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments	13. Date Work Completed	14. Date of Final Payment	
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT \$			16. TOTAL				

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

17. Contractor/Consultant Representative's Signature		18. Contractor/Consultant Representative's Name		19. Phone		20. Date	
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED							
21. Local Agency Representative's Signature		22. Local Agency Representative's Name		23. Phone		24. Date	

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

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

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE) or the date of the Certification Certificate mailed out by OBE.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

CONTRACT

CITY OF SANTA ROSA

CALIFORNIA

CONTRACT NO. C01870

SANTA ROSA COMPLETE STREETS ROAD DIET ON TRANSIT CORRIDOR

This Contract is made and entered into as of date to be added upon award at Santa Rosa, California, between the City of Santa Rosa ("City") and _____ of _____ ("Contractor").

ARTICLE I - For and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the required bonds hereunto annexed, Contractor agrees that for the benefit of City, at its own cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the Special Provisions to be furnished by City, necessary to construct and complete the work herein described in a good, workmanlike, and substantial manner. The work embraced herein shall be done in accordance with the Standard Specifications of the State of California Department of Transportation, dated 2010, insofar as the same may apply (Standard Specifications); in accordance with the City of Santa Rosa Construction Specifications for Public Improvements (City Specifications); in accordance with the City of Santa Rosa Design and Construction Standards, (City Standards); in accordance with the State of California Department of Transportation Standard Plans, dated 2010 (Standard Plans), (collectively, "Contract Documents") and in accordance with the Special Provisions hereinabove set forth, all of which are hereby incorporated into and made part of this Contract.

ARTICLE II - Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all the work contemplated and embraced in this Contract; also for all loss or damages arising out of the nature of the work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by City and for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof in the manner and according to the Project Plans and Invitation for Bids therefor, and the requirements of the Engineer under them to wit:

ITEM NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
			\$ _____	\$ _____
TOTAL BASE BID (SUM OF "TOTAL" COLUMN)			\$ _____	

**BID ITEMS IN THIS SECTION WILL BE INSERTED
UPON AWARD OF THE CONTRACT AND SHALL BE
THE SAME AS THOSE BID UPON.**

ARTICLE III - City and Contractor hereby promise and agree that Contractor shall provide the materials and do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and City hereby agrees to pay for the same at the time, in the manner, and upon the conditions set forth; and the parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of the covenants herein stated.

ARTICLE IV - By execution of this Contract, Contractor hereby represents and certifies that Contractor is aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor hereby agrees to comply with such provisions before commencing the performance of the work of this Contract.

ARTICLE V - It is further expressly agreed by and between the parties hereto that the Invitation for Bids, containing the Notice to Bidders including any required Bonds, the Contract Documents, and any Addenda are all essential parts of this Contract and are specially referred to and by such reference made a part hereof. In the event of any conflict in the provisions thereof, the terms of said documents shall control each over the other, in the following order:

1. Special Provisions
2. City Standards
3. City Specifications
4. Standard Specifications
5. Standard Plans

ARTICLE VI - Contractor agrees to commence work pursuant to this Contract within ten calendar days from the date authorized in the Notice to Proceed and to diligently prosecute the same to completion in accordance with Section 8-1.04C of the Special Provisions.

This Contract shall not be transferred or assigned without the prior written consent of City, which may be withheld by City in its sole and absolute discretion.

If Contractor is a corporation, two corporate officers of Contractor, one from each of the following two groups shall execute this Contract: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The name and title of the corporate officers shall be printed under the signature.

In witness whereof, the parties hereto have executed this Contract as of the date first written above.

City:

City of Santa Rosa,
a Municipal corporation

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

Approved as to form:

By: _____

Office of City Attorney

Contractor:

Name of Contractor,
Type of entity

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____