CITY OF FORTUNA

ROHNERVILLE ROAD
STIP & HSIP PROJECT

Project # HSIPL 5145 (013),
RPL 5145 (010),
& City CIP #9604

CONTRACT DOCUMENTS AND SPECIFICATIONS

September 2015

Prepared for

City of Fortuna
621 11th Street
Fortuna, California 95540

Prepared by

718 Third Street
Eureka, California 95501
(707) 443-8326

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NOTICE INVITING BIDS

1. The City of Fortuna ("Owner"), will accept sealed bids for its Rohnerville Road STIP & HSIP Project ("Project"), by or before September, 30th 2015, at 10:00 a.m., at the office of GHD Inc., located at 718 3rd Street, Eureka CA, at which time the bids will be publicly opened and read aloud. Owner reserves the right to reject any and all bids and to waive any non-substantive irregularities.

The Project is comprised of roadway and pedestrian improvements along Rohnerville Road. Construction includes resurfacing of the roadway, sidewalks, curb ramps, curbing, driveways, storm drainage, enhanced pedestrian crossings, pavement markings, signage, traffic control, utility adjustments, landscaping and irrigation.

Construction is expected to begin in April 2016.

2. This Project requires a valid California contractor's license for the following classification(s): Class A (General Engineering) contractor License. Pursuant to Labor Code section 1771.1, the Bidder and its Subcontractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions.

3. The plans, specifications, and contract documents for the Project ("Contract Documents") are available for review at the following locations:

1. Fortuna City Hall, at 621 11th Street, Fortuna CA, 95540, or
2. The Humboldt Builders Exchange, at 624 C Street, Eureka CA 95501, or
3. GHD Inc. at 718 Third Street, Eureka CA, 95501.

Contractors may obtain a hard copy of the Contract Documents from GHD Inc. for non-refundable fee of forty dollars ($40) per set.

Contractors are encouraged to contact GHD Inc. (707-443-8326) to be added to the plan holders list for distribution of any Bid Addendum's or supplemental bidding information.

4. Each bid must be submitted using the Bid Proposal form provided with the Contract Documents. Each Bid Proposal must be accompanied by bid security of ten percent (10%) of the maximum bid amount, in the form of a cashier's or certified check made payable to Owner, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that upon award of the bid, the bidder will execute the contract and submit payment and performance bonds and insurance certificates as required by the Contract Documents within ten (10) days after issuance of the notice of award.

5. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. These prevailing rates are available online at http://www.dir.ca.gov/DLSR. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight (8) hours. The rate for holiday and overtime work must be at least time and one-half.

6. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

7. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

9. Performance and payment bonds will be required of the successful bidder.

10. Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted in accordance with Public Contract Code Section 22300.

11. Pursuant to Public Contract Code Section 4104 each Bid Proposal must include the name, location of the place of business, and California contractor license number of each Subcontractor who will perform work or service or fabricate or install work for the prime contractor in excess of one-half of one percent (½ of 1%) of the bid price, using the Subcontractor List form included with the Contract Documents.

12. No bid may be withdrawn for a period of sixty (60) days after the bid opening except as provided pursuant to Public Contract Code Sections 5100 et seq.

13. Additional and more detailed information is provided in the Instructions and Information for Bidders, which should be carefully reviewed by all bidders prior to submitting a Bid Proposal.

14. A bidders' conference and site visit will be held on September 17th, 2015 at 10:00 a.m., and begin at Fortuna City Hall, for the purpose of acquainting all prospective bidders with the bid documents and the Worksite. The bidders'

conference is__X__/ is not ____ mandatory. A bidder who fails to attend the entire mandatory bidders' conference and fails to sign the sign-in sheet may be disqualified from bidding.

> *Note: Pursuant to Public Contract Code section 6610, a **mandatory** pre-bid conference, site visit, or meeting may not take place sooner than 5 days after the Notice Inviting Bids is published for the first time.*

PART 1
BID BOOK

INSTRUCTIONS AND INFORMATION FOR BIDDERS

Each Bid Proposal submitted to the City of Fortuna ("Owner") for its Rohnerville Road STIP & SHIP Project ("Project") must be submitted in accordance with the following instructions and requirements:

1. **Bid Submission.** Each bid "(Bid Proposal") must be sealed and submitted to the Owner by or before the date and time set forth in the Notice Inviting Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted. Late submissions will be returned unopened.

2. **Examination of Contract Documents and Project Site.** Each bidder is solely responsible for thorough review of the Contract Documents (as defined in the General Conditions) and the examination of Project site prior to submitting a Bid Proposal. However, bidders should not enter onto Owner's property or the Project site unless pursuant to specific prior written authorization from Owner. Bidders are responsible for reporting any errors or omissions in the Contract Documents to Owner prior to submitting a Bid Proposal, subject to the limitations of Public Contract Code Section 1104.

3. **Requests for Information.** Questions regarding the Project or the bid must be submitted in writing to Josh Wolf at Josh.Wolf@GHD.com

4. **Addenda.** Any addenda issued prior to the bid opening shall constitute part of the Contract Documents. Subject to the limitations of Public Contract Code section 4104.5, Owner reserves the right to issue addenda prior to bid time.

5. **Brand Designations and "Or Equal" Substitutions.** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an "equal" item must be submitted with the written request for substitution. A request for substitution must be submitted within the time period provided in the specifications. If no time period is specified, the substitution request may be submitted any time within thirty-five (35) days after the date of award of the contract. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name pursuant to Public Contract Code Section 3400(c).

6. **Bidders Interested in More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit

subcontract proposals or quotes to other bidders, and may also submit a Bid Proposal as a prime contractor.

7. **Bid Proposal Form and Enclosures.** Each Bid Proposal must be completed in ink using the Bid Proposal form included in the Contract Documents. The Bid Proposal form should be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder's authorized representative. A Bid Proposal submitted with terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive. Each Bid Proposal must be accompanied by bid security, as set forth in section 9 below, and by the completed Subcontractor List, and Non-Collusion Affidavit using the forms included in the Contract Documents.

8. **Bidder Information.** Each Bid Proposal must be signed by the bidder's authorized representative. Bid Proposals submitted by partnerships must be signed in the partnership name by a general partner with authority to bind the partnership. Bid Proposals submitted by corporations must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, pursuant to California Corporation Code section 313.

9. **Bid Security.** Each Bid Proposal must be accompanied by bid security of ten percent (10%) of the maximum bid amount, in the form of a cashier's check, a certified check, or a bid bond, using the form included in the Contract Documents, executed by a surety licensed to do business in the State of California, made payable to Owner. The bid security must guarantee that upon award of the bid, the bidder will execute and submit the Contract, on the form included in the Contract Documents, will submit payment and performance bonds for one hundred percent (100%) of the maximum Contract Price, and will submit the insurance certificates and endorsements as required by the Contract Documents within ten (10) days after issuance of the notice of award of the Contract.

10. **Withdrawal of Bid Proposals.** A Bid Proposal may not be withdrawn for a period of sixty (60) days after the bid opening without forfeiture of the bid security, except as authorized by Owner pursuant to Public Contract Code Section 5103.

11. **Bid Protest.** Any bid protest must be in writing and received by Owner at Fortuna City Hall before 5:00 p.m. no later than two (2) working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

11.1 Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not

eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by Owner, the protesting bidder must submit a non-refundable fee in the amount specified by Owner, based upon Owner's reasonable costs to process the bid protest. Any such fee must be submitted to Owner no later than the Bid Protest Deadline, unless otherwise specified.

11.2 The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

11.3 A copy of the protest and all supporting documents must also be transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

11.4 The protested bidder may submit a written response to the protest, provided the response is received by Owner before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

11.5 A copy of the response and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

11.6 The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

11.7 Owner reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the work notwithstanding any pending or continuing challenge to its determination.

12. **Rejection of Bids and Award of Contract.** Owner reserves the right, acting in its sole discretion, to waive nonsubstantive bid irregularities, the right to accept or reject any and all bids, or to abandon the work entirely. The Contract will be awarded, if at all, within sixty (60) calendar days after opening of Bids, to the responsible bidder submitting the lowest responsive bid.

13. **Bonds.** The successful bidder is required to submit payment and performance bonds as specified in the Contract Documents using the bond forms included in the Contract Documents. All required bonds must be calculated on the maximum total Contract price as awarded, including additive alternates, if applicable.

14. **Evidence of Responsibility.** Within twenty-four (24) hours following a request by Owner, a bidder must submit to the Owner satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the Owner, the bidder's organization available for the performance of the Contract and any other required evidence of the bidder's qualifications to perform the proposed Contract. The Owner may consider such evidence before making its decision awarding the proposed Contract.

15. **License(s).** The successful bidder and its subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work.

16. **Ineligible Subcontractor.** Any subcontractor who is ineligible to perform work on a public works project pursuant to Labor Code Sections 1777.1 or 1777.7 is prohibited from performing work on this Project.

17. **DIR Registration.** No contractor or subcontractor may be listed on a bid proposal for a public works project or be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

18. **Additive and Deductive Items Alternates.** Pursuant to Public Contract Code Section 20103.8, if this bid solicitation includes additive and/or deductive items, the following method will be used to determine the lowest bid:

> _____ (a) The lowest bid will be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.
>
> _____ (b) The lowest bid will be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation or Bid Proposal as being used for the purpose

of determining the lowest bid price.

__X__ (c) The lowest bid will be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by Owner before the first bid is opened.

_____ (d) The lowest bid will be determined in a manner that prevents any information that would identify any of the bidders or the proposed subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) will be used to determine the lowest bid. Owner retains the right to add to or deduct from the Contract any of the additive or deductive alternates included in the Bid Proposal.

19. Bid Schedule. Bidders are required to fully complete the Bid Schedule form accompanying the Bid Proposal form, and to submit the completed Bid Schedule with their Bid Proposal. In the event of a discrepancy between the actual total of the itemized prices shown on the Bid Schedule for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized prices shown on the Bid Schedule for the base bid will be deemed the base bid price. Likewise, in the event of a discrepancy between the actual total of the itemized prices shown on the Bid Schedule for any bid alternate, and the amount entered for such alternate on the Bid Proposal form, the actual total of the itemized prices shown on the Bid Schedule for that alternate will be deemed the alternate price. Nothing in this provision is intended to prevent a bidder from requesting to withdraw its bid pursuant to Public Contract Code Section 5103.

20. **Bidder's Questionnaire Required.** A completed, signed Bidder's Questionnaire must be submitted with the Bid Proposal, using the form provided by Owner. A bid that does not fully comply with this requirement may be rejected as nonresponsive. A Bidder who submits a Bidder's Questionnaire which is subsequently determined to contain false or misleading information, or material omissions, may be disqualified as non-responsible.

21. **Owner's Representative.** Owner's designated representative for this Project is __Kevin Carter_____.

22. **Architect/Engineer.** The Architect/Engineer for this Project is __ _____Josh Wolf_____ _____.

23. **Construction Manager.** The Construction Manager for this Project is Merritt Perry.

BID PROPOSAL

Rohnerville Road STIP & HSIP Project

_____ ("Bidder") hereby submits this Bid Proposal to the City of Fortuna ("Owner") for the above-referenced project ("Project") in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced therein.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, for the following price:

Total of Base Bid: $ _____

*Total of Base Bid in words:*_____

BASE BID SCHEDULE 1

(STIP - From Loop Road to Jordan Road)

Item No.	Description	Est. Quantity	Unit	Unit Price	Total
1	MOBILIZATION/DEMOBILIZATION	1	LS	$	$
2	CONSTRUCTION AREA SIGNS	15	EA	$	$
3	TRAFFIC CONTROL	1	LS	$	$
4	WATER POLLUTION CONTROL	1	LS	$	$
5	CLEARING AND GRUBBING	1	LS	$	$
6	ADJUST UTILITY COVER TO GRADE	34	EA	$	$
7	MISCELLANEOUS DEMOLITION AND REMOVAL	1	LS	$	$
8	ADJUST EXISTING MANHOLE COVER TO GRADE	7	EA	$	$
9	ADJUST EXISTING WATER METER TO GRADE	7	EA	$	$
10	RELOCATE EXISTING FIRE HYDRANT	1	EA	$	$
11	COLD PLANE ASPHALT CONCRETE (Conform grinding)	770	SY	$	$
12	CLASS II AGGREGATE BASE (Roadway widening - 1.5 ' thick)	700	CY	$	$
13	SHOULDER BACKING	1650	LF	$	$

14	REPLACE ASPHALT CONCRETE SURFACING	25	CY	$	$
15	NON-WOVEN GEOTEXTILE PAVEMENT FABRIC	10500	SY	$	$
16	HOT MIX ASPHALT (Type A - Dike)	10	LF	$	$
17	HOT MIX ASPHALT (Type A - 1" average Leveling course)	600	Ton	$	$
18	HOT MIX ASPHALT (Type A - 2" Overlay)	1,200	Ton	$	$
19	HOT MIX ASPHALT (Type A - Driveway conforms)	4,000	SF	$	$
20	MINOR CONCRETE (Type A1-6 - Curb)	290	LF	$	$
21	MINOR CONCRETE (Type A2-6 - Curb and gutter)	3350	LF	$	$
22	MINOR CONCRETE (Valley gutter)	160	LF	$	$
23	MINOR CONCRETE (4" - sidewalk)	8450	SF	$	$
24	MINOR CONCRETE (Retaining wall extension)	25	FSF	$	$
25	MINOR CONCRETE (6" - Curb ramps, driveways and driveway conforms)	6200	SF	$	$
26	MINOR CONCRETE (Retaining Footing for Sidewalk)	650	FSF	$	$
27	CHAIN LINK FENCE (4' tall)	130	LF	$	$
28	DETECTABLE WARNING SURFACE (Truncated domes)	192	SF	$	$
29	THERMOPLASTIC PAVEMENT MARKINGS	850	SF	$	$
30	THERMOPLASTIC TRAFFIC STRIPE (4")	3,650	LF	$	$
31	THERMOPLASTIC TRAFFIC STRIPE (6")	5,300	LF	$	$
32	RED CURB PAINT	150	LF	$	$
33	RESET ROADSIDE SIGN, 1-POST	7	EA	$	$
34	ROADSIDE SIGN, 1-POST	17	EA	$	$
35	RESET MAILBOX	23	EA	$	$
BASE BID SCHEDULE 2 (HSIP - Pedestrian improvements near Newell Drive and from Jordan Street to School Street)					
36	MOBILIZATION/DEMOBILIZATION	1	LS	$	$
37	CONSTRUCTION AREA SIGNS	5	EA	$	$
38	TRAFFIC CONTROL	1	LS	$	$

39	WATER POLLUTION CONTROL	1	LS	$	$
40	CLEARING AND GRUBBING	1	LS	$	$
41	MISCELLANEOUS DEMOLITION AND REMOVAL	1	LS	$	$
42	ADJUST UTILITY COVER TO GRADE	11	EA	$	$
43	DRAINAGE INLET (Type G1)	2	EA	$	$
44	STORM DRAIN PIPE (18")	30	LF	$	$
45	REPLACE ASPHALT CONCRETE SURFACING	2	CY	$	$
46	CLASS II AGGREGATE BASE (Roadway reconstruction - variable depth)	120	CY	$	$
47	HOT MIX ASPHALT (Type A - 1" average Leveling course)	4	Ton	$	$
48	HOT MIX ASPHALT (Type A - 2" Overlay)	7	Ton	$	$
49	HOT MIX ASPHALT (Type A - 5" thick)	250	Ton	$	$
50	MINOR CONCRETE (Type A2-6 - Curb and gutter)	730	LF	$	$
51	MINOR CONCRETE (Type A1-6 - Curb)	60	LF	$	$
52	MINOR CONCRETE (Type A2-6 - Curb and gutter w/ 1' pan)	160	LF	$	$
53	MINOR CONCRETE (4" - sidewalk)	4200	SF	$	$
54	MINOR CONCRETE (6" - stamped)	90	SF	$	$
55	MINOR CONCRETE (6" - Curb ramps, driveways and driveway conforms)	1900	SF	$	$
56	COBBLES	2100	SF	$	$
57	DETECTABLE WARNING SURFACE (Truncated domes)	176	SF	$	$
58	THERMOPLASTIC PAVEMENT MARKINGS	1050	SF	$	$
59	THERMOPLASTIC TRAFFIC STRIPE (4")	800	LF	$	$
60	THERMOPLASTIC TRAFFIC STRIPE (6")	750	LF	$	$
61	RED CURB PAINT	50	LF	$	$
62	RESET ROADSIDE SIGN, 1-POST	4	EA	$	$
63	ROADSIDE SIGN, 1-POST	6	EA	$	$
64	ENHANCED PEDESTRIAN CROSSING SYSTEM (Solar powered LED sign, sign panel, 1A poles, PPB's Foundation)	8	EA	$	$

65	COLD PLANE ASPHALT CONCRETE (Conform grinding)	800	SY	$	$
66	SIDEWALK UNDERDRAIN	1	EA	$	$
TOTAL BASE BID (Schedule 1 + Schedule 2)					**$**

Bid Alternates. Bidder submits the following prices for the specified bid alternates:

Additive Alternate #1 (HSIP – Roadway and landscaping near Newell Drive):

Total of Additive Alternate #1: $ _____

*Total of Additive Alternate #1 in words:*_____

ADDITIVE ALTERNATE 1 (HSIP – Roadway Realignment near Newell Drive)					
67	MOBILIZATION/DEMOBILIZATION	1	LS	$	$
68	TRAFFIC CONTROL	1	LS	$	$
69	WATER POLLUTION CONTROL	1	LS	$	$
70	ADJUST EXISTING MANHOLE COVER TO GRADE	1	EA	$	$
71	EXTEND EXISTING WATER METER TO ISLAND	1	EA	$	$
72	CLEARING AND GRUBBING	1	LS	$	$
73	MISCELLANEOUS DEMOLITION AND REMOVAL	1	LS	$	$
74	DRAINAGE INLET (RCP w/ beehive grate and frame)	1	EA	$	$
75	STORM DRAIN PIPE (12" HDPE)	70	LF	$	$
76	STORM DRAIN CLEANOUT	1	EA	$	$
77	CLASS II AGGREGATE BASE (Roadway widening - 16" thick)	50	CY	$	$
78	HOT MIX ASPHALT (Type A - 5" thick)	75	Ton	$	$
79	MINOR CONCRETE (Type A1-6 - Curb)	70	LF	$	$

80	MINOR CONCRETE (Type A2-6 - Curb and gutter w/ 1' pan)	200	LF	$	$
81	MINOR CONCRETE (6" - Median nose)	26	SF	$	$
82	THERMOPLASTIC PAVEMENT MARKINGS	70	SF	$	$
83	THERMOPLASTIC TRAFFIC STRIPE (4")	320	LF	$	$
84	ROADSIDE SIGN, 1-POST	3	EA	$	$
85	LANDSCAPING	1	LS	$	$
				TOTAL ADDITIVE ALTERNATE 1	**$**

Additive Alternate #2 (STIP – Gulliksen Drive to Loop Road):

Total of Additive Alternate #2: $ _____

*Total of Additive Alternate #2 in words:*_____

ADDITIVE ALTERNATE 2 (STIP – Gulliksen Drive to Loop Road)					
86	MOBILIZATION/DEMOBILIZATION	1	LS	$	$
87	TRAFFIC CONTROL	1	LS	$	$
88	CONSTRUCTION AREA SIGNS	1	EA	$	$
89	WATER POLLUTION CONTROL	1	LS	$	$
90	ADJUST UTILITY COVER TO GRADE	10	EA	$	$
91	COLD PLANE ASPHALT CONCRETE (Conform grinding)	650	SY	$	$
92	ADJUST EXISTING MANHOLE COVER TO GRADE	3	EA	$	$
93	ADJUST EXISTING WATER METER TO GRADE	8	EA	$	$
94	RELOCATE EXISTING FIRE HYDRANT	1	EA	$	$
95	CLEARING AND GRUBBING	1	LS	$	$
96	MISCELLANEOUS DEMOLITION AND REMOVAL	1	LS	$	$
97	DRAINAGE INLET (Type G1)	5	EA	$	$

98	DRAINAGE INLET MODIFICATION (Type G1)	1	EA	$	$
99	DRAINAGE INLET MODIFICATION (Curb inlet)	1	EA	$	$
100	RELOCATE EXISTING JUNCTION BOX	1	EA	$	$
101	CLASS II AGGREGATE BASE (Roadway widening - 1.5 ' thick)	220	CY	$	$
102	REPLACE ASPHALT CONCRETE SURFACING	100	CY	$	$
103	NON-WOVEN GEOTEXTILE PAVEMENT FABRIC	4100	SY	$	$
104	HOT MIX ASPHALT (Type A - 1" average Leveling course)	250	Ton	$	$
105	HOT MIX ASPHALT (Type A - 2" Overlay)	500	Ton	$	$
106	HOT MIX ASPHALT (Type A - Driveway conforms)	1,500	SF	$	$
107	MINOR CONCRETE (Type A1-6 - Curb)	70	LF	$	$
108	MINOR CONCRETE (Type A2-6 - Curb and gutter)	1500	LF	$	$
109	MINOR CONCRETE (4" - sidewalk)	4000	SF	$	$
110	MINOR CONCRETE (6" - stamped)	125	SF	$	$
111	MINOR CONCRETE (6" - Curb ramps, driveways and driveway conforms)	3150	SF	$	$
112	SIDEWALK UNDERDRAIN	2	EA	$	$
113	DETECTABLE WARNING SURFACE (Truncated domes)	137	SF	$	$
114	THERMOPLASTIC PAVEMENT MARKINGS	900	SF	$	$
115	THERMOPLASTIC TRAFFIC STRIPE (4")	3,200	LF	$	$
116	THERMOPLASTIC TRAFFIC STRIPE (6")	1,650	LF	$	$
117	RESET ROADSIDE SIGN, 1-POST	1	EA	$	$
118	ROADSIDE SIGN, 1-POST	11	EA	$	$
119	RESET MAILBOX	12	EA	$	$
120	OBJECT MARKER (Type N-1, CA)	2	EA	$	$
				TOTAL ADDITIVE ALTERNATE 2	**$**

Additive Alternate #3 (STIP – Redwood Way to Gulliksen Drive):

Total of Additive Alternate #3: $ _____

*Total of Additive Alternate #3 in words:*_____

ADDITIVE ALTERNATE 3 (STIP – Redwood Way to Gulliksen Drive)					
121	MOBILIZATION/DEMOBILIZATION	1	LS	$	$
122	TRAFFIC CONTROL	1	LS	$	$
123	CONSTRUCTION AREA SIGNS	3	EA	$	$
124	WATER POLLUTION CONTROL	1	LS	$	$
125	ADJUST UTILITY COVER TO GRADE	17	EA	$	$
126	ADJUST SURVEY MONUMENT COVER TO GRADE	1	EA	$	$
127	ADJUST EXISTING MANHOLE COVER TO GRADE	2	EA	$	$
128	ADJUST EXISTING WATER METER TO GRADE	7	EA	$	$
129	CLEARING AND GRUBBING	1	LS	$	$
130	MISCELLANEOUS DEMOLITION AND REMOVAL	1	LS	$	$
131	DRAINAGE INLET MODIFICATION (Type G1)	1	EA	$	$
132	DRAINAGE INLET MODIFICATION(Curb inlet)	1	EA	$	$
133	COLD PLANE ASPHALT CONCRETE (Conform grinding)	650	SY	$	$
134	CLASS II AGGREGATE BASE (Roadway widening - 1.5 ' thick)	210	CY	$	$
135	SHOULDER BACKING	150	LF	$	$
136	REPLACE ASPHALT CONCRETE SURFACING	225	CY	$	$
137	NON-WOVEN GEOTEXTILE PAVEMENT FABRIC	4000	SY	$	$
138	HOT MIX ASPHALT (Type A - 1" average Leveling course)	225	Ton	$	$
139	HOT MIX ASPHALT (Type A - 2" Overlay)	475	Ton	$	$
140	HOT MIX ASPHALT (Type A - Driveway conforms)	1,200	SF	$	$
141	MINOR CONCRETE (Type A2-6 - Curb and gutter)	1150	LF	$	$

142	MINOR CONCRETE (Type A1-6 - Curb)	75	LF	$	$
143	MINOR CONCRETE (4" - sidewalk)	2600	SF	$	$
144	MINOR CONCRETE (6" - stamped)	134	SF	$	$
145	MINOR CONCRETE (6" - Curb ramps, driveways and driveway conforms)	3000	SF	$	$
146	DETECTABLE WARNING SURFACE (Truncated domes)	157	SF	$	$
147	THERMOPLASTIC PAVEMENT MARKINGS	800	SF	$	$
148	THERMOPLASTIC TRAFFIC STRIPE (4")	2,650	LF	$	$
149	THERMOPLASTIC TRAFFIC STRIPE (6")	1,500	LF	$	$
150	THERMOPLASTIC TRAFFIC STRIPE (8")	125	LF	$	$
151	RESET ROADSIDE SIGN, 1-POST	1	EA	$	$
152	ROADSIDE SIGN, 1-POST	7	EA	$	$
153	OBJECT MARKER (Type N-1, CA)	2	EA	$	$
154	RESET MAILBOX	7	EA	$	$
				TOTAL ADDITIVE ALTERNATE 3	**$**

2. **Addenda.** Bidder acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#05	_____
#02	_____	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

3. **Bidder's Warranties.** By signing and submitting this Bid Proposal, Bidder warrants the following:

3.1 Bidder has thoroughly examined the Contract Documents, and represents that, to the best of Bidder's knowledge there are no errors, omissions, or discrepancies in the Contract Documents subject to the limitations of Public Contract Code Section 1104.

3.2 Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.

3.3 Bidder is fully qualified to perform the Work.

3.4 Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid.

4. **Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, that within ten (10) days following issuance of the notice of award to Bidder, Bidder will:

4.1 Enter into a Contract with Owner in accordance with the terms of this Bid Proposal, by signing and submitting to Owner the Contract prepared by Owner using the form included with the Contract Documents; and

4.2 Submit to Owner a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and

4.3 Submit to Owner the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

5. **Bid Security.** As a guarantee that if awarded the Contract, it will perform its obligations under section 4, above, Bidder is enclosing bid security in the amount of ten percent (10%) of its maximum bid amount in the following form:

____ A cashier's check or certified check payable to Owner and issued by _____ Bank in the amount of _____ Dollars ($_____).

____ A Bid Bond, using the Bid Bond form included with the Contract Documents, payable to Owner and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on _____, 20__:

s/ _____ _____
Name and Title [print]

_____ _____
Company Name License # and Classification

	_____
	DIR #
_____	_____
Address	Phone
_____	_____
City, State, Zip	Fax

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART I

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

Firm Name/ Address/ City, State, ZIP	**Phone/ Fax**	**Annual Gross Receipts**	**Description of Portion of Work to be Performed**	**Local Agency Use Only (Certified DBE?)**
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address	*Fax*	☐ < $10 million		*If YES list DBE #:*
		☐ < $15 million		
City State ZIP	*DIR No.*	☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address	*Fax*	☐ < $10 million		*If YES list DBE #:*
		☐ < $15 million		
City State ZIP	*DIR No.*	☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address	*Fax*	☐ < $10 million		*If YES list DBE #:*
		☐ < $15 million		
City State ZIP	*DIR No.*	☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address	*Fax*	☐ < $10 million		*If YES list DBE #:*
		☐ < $15 million		
City State ZIP	*DIR No.*	☐ > $15 million		Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART II

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

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Distribution: 1) Original – Local Agency File

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____,
or proposed subcontractor _____,
hereby certifies that he/she 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 filling 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.

NONCOLLUSION AFFIDAVIT

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

To the CITY OF FORTUNA
DEPARTMENT OF PUBLIC WORKS.

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

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

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.

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:

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

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

2. Status of Federal Action:

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

3. Report Type:

- ☐ a. initial
- b. material change

For Material Change Only:
year_____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____ , if known

Congressional District, if known

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

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of 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

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

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

13. Type of Payment (check all that apply)

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

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

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

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

Signature:_____

Print Name: _____

Title:_____

Telephone No.: _____ Date:_____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, 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 (Ml).
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. 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. 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.

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

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 _____

15. TOTAL CLAIMED DBE PARTICIPATION **$** _____ **%** _____

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):

Publications	Dates of Advertisement

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

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

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

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.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

CEM-2402F (REV 02/2008)

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

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE

PRIME CONTRACTOR	BUSINESS ADDRESS	ESTIMATED CONTRACT AMOUNT $

ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS		DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-DBE	DBE		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
ORIGINAL COMMITMENT $			TOTAL	$ 0	$ 0		

DBE
List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than thatapprove d at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts: **Original** - District Construction; **Copy**- Business Enterprise Program; **Copy**- Contractor; **Copy** Resident Engineer

Copy Distribution-Local Agency contracts: **Original** - District Local Assistance Engineer (submitted with the Report of Expenditure; **Copy**- District Local Assistance Engineer; **Copy**- Local Agency file

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
CP-CEM-2403(F) (New. 10/99)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE

PRIME CONTRACTOR	BUSINESS ADDRESS	ESTIMATED CONTRACT AMOUNT

Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit.
Attach DBE certification/Decertification letter in accordance with the Special Provisions

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

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE

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

Form CP-CEM 2403(F) (New 10/99)
DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

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

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

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

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

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

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

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

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

BID BOND

_____ ("Bidder") has submitted a bid, dated _____, 20_____ ("Bid"), to the City of Fortuna ("Owner") for work on the Rohnerville Road STIP & HSIP Project ("Project"). Pursuant to its duly executed bid bond ("Bid Bond"), Bidder as Principal and _____, its surety ("Surety"), are bound to Owner as Obligee in the penal sum of ten percent (10%) of the maximum amount of the Bid (the "Bond Sum"). Bidder and Surety hereby bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. If Bidder is awarded the Contract for the Project, Bidder will enter into a contract with the Owner in accordance with the terms of the Bid.

2. Within ten (10) days following issuance of the notice of award to Bidder, Bidder shall submit to Owner the following:

2.1 The executed Contract, using the form provided by Owner in the Project contract documents ("Contract Documents");

2.2 A payment bond for one hundred percent (100%) of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;

2.3 A performance bond for one hundred percent (100%) of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and

2.4 The insurance certificate(s) and endorsement(s) required by the Contract Documents.

3. If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to Owner.

4. If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise it will remain in full force and effect for sixty (60) days following submission of the Bid or until this Bid Bond is returned to Bidder, whichever occurs first.

This Bid Bond is entered into and effective on _____, 20_____.

SURETY:

_____

s/ _____

Name: _____

Title: _____

(Attach Acknowledgement, Notary Seal, and Attorney-In-Fact Certificate)

CONTRACTOR:

_____

s/ _____

Name: _____

Title: _____

BIDDER'S QUESTIONNAIRE

Rohnerville Road STIP & HSIP Project

Submission of a completed Bidder's Questionnaire with the sealed bid is required for the above-referenced project ("Project"). Owner may use the completed Questionnaire to evaluate the Bidder's qualifications for this Project. The Questionnaire should be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

Part 1: Contact Information

Contractor Name: _____ ("Contractor")

Check One: ___ Corporation
___ Partnership
___ Sole Proprietorship

Address: _____

_____

Phone: _____

Fax: _____

Owner of Company: _____

Contact Person: _____

Contractor's License Number(s): _____

Part 2: Contractor Experience

1. How many years has Contractor been in business under its present business name?
_____

2. Has Contractor completed projects similar in type and size to this Project as a general contractor? _____

3. Has Contractor ever been disqualified on grounds that it is not responsible? If yes, provide additional information on a separate sheet of paper regarding the disqualification, including, but not limited to, the name and address of the agency or owner of the subject project, the type and size of the project, the reasons that Contractor was disqualified as not responsible, and the month and year in which the disqualification occurred.

4. Has Contractor ever been terminated from a construction project, either as a general contractor or as a subcontractor? If yes, provide additional information on a separate sheet of

paper regarding the termination, including, but not limited to, the name and address of the agency or owner of the subject project, the type and size of the project, whether Contractor was under contract as a general contractor or a subcontractor, the reasons that Contractor was terminated, and the month and year in which the termination occurred.

5. Provide information about Contractor's past projects performed as general contractor as follows:

5.1 Six (6) most recently completed public works projects within the last three (3) years;

5.2 Three (3) largest completed private projects within the last three (3) years; and

5.3 Any project which is similar to this Project.

Use separate sheets of paper provide all of the following information for <u>each</u> project identified in response to the above three categories:

a. Project Name
b. Location
c. Owner
d. Owner Contact (name and current phone number)
e. Architect or Engineer Name
f. Architect or Engineer Contact (name and current phone number)
g. Construction Manager (name and current phone number)
h. Description of Project, Scope of Work Performed
i. Initial Contract Value (at time of bid award)
j. Final Cost of Construction (including change orders)
k. Original Scheduled Completion Date
l. Time Extensions Granted (number of days)
m. Actual Date of Completion
n. Number and amount of Stop Notices or Mechanic's Liens filed
o. Amount of liquidated damages assessed against Contractor
p. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner

Part 3: Contractor Personnel

Provide the following information about the key personnel (project manager, superintendent, foreman, etc…) anticipated to be on site during construction (if awarded the job):

5.1 Organizational chart or level of hierarchy among key personnel; and

5.2 Resumes including experience level and a list jobs completed by key personnel in the past (projects should be similar in nature to this project)

Part 4: Verification

I, the undersigned, hereby declare that I am duly authorized to sign and submit this Bidder's Questionnaire on behalf of the named Contractor, and that all response and information set forth herein and in all attachments hereto are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Signature: _____ Date: _____

By [name, title]: _____

For [name of Contractor]: _____

DISADVANTAGED BUSINESS ENTERPRISES (DBE) *(CT Stnd Spec 2-1.12)*

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 *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to

the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

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

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

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

b. Good Faith Efforts Submittal

The BDE Contract Goal for this project is 5.2%.

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 - Local Agency Bidder DBE Information (Construction Contracts)

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.

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

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 *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

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

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

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

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the

business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-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 *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.

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

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

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

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

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

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

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

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

BID OPENING (CT Stnd Spec 2-1.43)

The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

BID RIGGING (CT Stnd Spec 2-1.50)

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.

CONTRACT AWARD (CT Stnd Spec 3-1.04)

If the Agency awards the contract, the award is made to the lowest responsible bidder.

CONTRACTOR LICENSE (CT Stnd Spec 3-1.06)

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

DIFFERING SITE CONDITIONS (23 CFR 635.109) (CT Stnd Spec 4-1.06)

a. Contractor's Notification

Promptly notify the Agency’s Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
   - Contract documents
   - Job site examination
2. 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

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

b. Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

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

This work shall be diligently prosecuted to completion before the expiration of__60_ WORKING DAYS beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the City of Fortuna the sum of $ 1,600 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

BUY AMERICA (CT Stnd Spec 4-1.06C)

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.

QUALITY ASSURANCE (CT Stnd Spec 6-3.05)

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.

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.

FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS

(Excluding Attachment A – Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts)

This project is not on the NHS, therefore Section VI "Subletting or Assigning the Contract" does not apply.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with

the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1**. Instructions for Certification – First Tier Participants:**

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. **Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

FEMALE AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 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 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	 16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	 12.3

	CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	 19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	 11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	 16.9 18.2

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

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.

PART 2
CONTRACT FORMS

CONTRACT

This public works contract ("Contract") is entered into by and between the City of Fortuna ("Owner") and _____ ("Contractor") for work on the Rohnerville Road STIP & HSIP Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform work on the Project, and on _____, 20___, Owner authorized award of this Contract to Contractor for the amount of Contractor's bid.

2. **Contract Documents.** The Contract Documents are comprised of the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal and attachments thereto; the Contract; the payment and performance bonds; the General Conditions; the Supplemental General Conditions, if any; the Project drawings and specifications; Change Orders, if any; and _____.

3. **Contractor's Services.** Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents, all of which are fully incorporated herein. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including, but not limited to, provision of all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor also agrees to use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, Owner will pay Contractor _____ Dollars ($_____) (the "Contract Price"), in accordance with the payment provisions set forth in the General Conditions.

5. **Time for Completion.** Contractor will fully complete the Work for the Project within _____ (_____) calendar days from the commencement date given in the notice to proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, Owner may assess liquidated damages in the amount of _____ Dollars ($_____) for each day of

unexcused delay in completion, and the Contract Price shall be reduced accordingly.

7. **Labor Code Compliance.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including, but not limited to, requirements pertaining to wages, working hours and workers' compensation insurance. Pursuant to Labor Code section 1771.1, if the bid is submitted on or after March 1, 2015, or if the Contract is entered into on or after April 1, 2015, the Contractor and its Subcontractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions.

8. DIR Registration. No contractor or subcontractor may be listed on a bid proposal for a public works project or be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. In response to Labor Code section 1773.3, the PWC-100 form has been completed by the awarding agency and provided to the Department of Industrial Relations on _____, 20___, (*required within five days of the award).* This form allows contractors and subcontractors to upload electronic certified payroll records to the Labor Commissioner (required for all projects awarded on or after April 1, 2015).

10. **Workers' Compensation Certification.** Pursuant to Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

11. **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at http://www.dir.ca.gov/DLSR.

12. **Notice.** Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party will be given as follows:

	Owner	Contractor
Name		
Address		
City/state/zip		
Phone		
Fax		
Attn:		
Email		
Copy to:		

13. **General Provisions.**

11.1 **Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without Owner's written consent. This Contract is binding on Contractor's successors and permitted assigns.

11.2 **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Supplemental General Conditions.

11.3 **Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of the County in which the Project is located, and no other place.

11.4 **Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

11.5 **Integration; Severability.** This Contract and the Contract Documents incorporated herein, including authorized amendments or change orders thereto, constitute the final, complete, and exclusive terms of the agreement between Owner and Contractor. If any provision of this Contract, or portion thereof, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract will remain in full force and effect.

11.6 **Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. As to those Parties that are corporations, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

The parties agree to this Contract as witnessed by the signatures below:

OWNER:

_____

s/_____

_____
Name/Title [print]

Date: _____

Approved as to form:

_____

s/_____

_____
Name/Title [print]

Date: _____

CONTRACTOR:

_____

s/_____

Name/Title [print]

Date: _____

s/_____

Name/Title [print]

Date: _____

_____
Contractor's Calif. License Number(s)

_____
Contractor's DIR Registration Number

_____
Expiration Date(s)

Seal:

PAYMENT BOND

The City of Fortuna ("Owner") and _____ ("Contractor") have entered into a contract, dated _____, 20___ ("Contract") for work on the Rohnerville Road STIP & HSIP Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. Pursuant to this Bond, Contractor as principal and _____ _____, its surety ("Surety"), are bound to Owner as Obligee in an amount not less than _____ Dollars ($_____) ("Bond Sum"), pursuant to California Civil Code Sections 9550, et seq.

2. If Contractor or any of its Subcontractors fails to pay any of the persons named in California Civil Code Section 9100 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its Subcontractors, pursuant to Section 13020 of the California Unemployment Insurance Code, with respect to the work and labor, that Surety will pay for the same, and also, in case suit is brought upon the Bond, a reasonable attorney's fee, to be fixed by the court.

3. This Bond inures to the benefit of any of the persons named in California Civil Code Section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond.

4. If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations pursuant to this Bond shall be null and void. Otherwise, Surety's obligations will remain in full force and effect.

5. Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Owner waives requirement of a new bond for any supplemental contract pursuant to Civil Code Section 9550.

6. This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of the County in which the Project is located, and no other place. Surety will be responsible for Owner's attorneys' fees and costs in any action to enforce the provisions of this Bond.

7. This Bond is entered into and is effective on _____, 20_____. Five (5) identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY:

_____

s/ _____

Name: _____

Title: _____

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

_____

s/ _____

Name: _____

Title: _____

APPROVED BY OWNER:

_____

s/ _____

Name: _____

Title: _____

PERFORMANCE BOND

The City of Fortuna ("Owner") and _____ ("Contractor") have entered into a contract, dated _____, 20____ ("Contract") for work on the Rohnerville Road STIP & HSIP Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. Pursuant to this Bond, the Contractor as Principal and _____ _____, its surety ("Surety"), are bound to Owner as Obligee for an amount not less than _____ _____ Dollars ($_____) (the "Bond Sum"). Contractor and Surety hereby bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

2. If Contractor fully performs its obligations under the Contract, Surety's obligations under this Bond will become null and void upon recordation of the notice of completion. Otherwise Surety's obligations will remain in full force and effect. Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of Work under the Contract.

3. Upon making a demand on this Bond, Owner will make the Contract Balance available to Surety for completion of the work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by Owner to the Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which Owner is entitled under the terms of the Contract.

4. Upon written notification from Owner that Contractor is in default, Surety must promptly act to remedy the default through one of the following courses of action:

4.1 Arrange for completion of the Work under the Contract by Contractor, with the Owner's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;

4.2 Arrange for completion of the Work under the Contract by qualified contractor acceptable to Owner, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense, or

4.3 Waive its right to complete the Work under the Contract and reimburse Owner the amount of Owner's costs to have the remaining work completed.

5. This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court for the County in which the Project is located, and no other place. Surety will be responsible for Owner's attorneys' fees and costs in any action to enforce the provisions of this Bond.

6. This Bond is entered into and effective on _____, 20___. Five (5) identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY:

_____

s/ _____

Name: _____

Title: _____

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

_____

s/ _____

Name: _____

Title: _____

APPROVED BY OWNER:

_____

s/ _____

Name: _____

Title: _____

MAINTENANCE BOND

The City of Fortuna ("Owner") and _____ ("Contractor") have entered into a contract, dated _____, 20___ ("Contract") for work on the Rohnerville Road STIP & HSIP Project ("Project"). The Contract is incorporated by reference into this Maintenance Bond ("Bond").

1. Pursuant to this Bond, Contractor as principal and _____ _____, its surety ("Surety"), are bound to Owner as Obligee in the maximum amount of _____ Dollars ($_____) ("Bond Sum").

2. The Contract requires Contractor to guarantee its work and that of its Subcontractors on the Project, against defects in materials or workmanship which are discovered during the one (1) year period commencing with recordation of the Notice of Completion (the "Warranty Period").

3. If Contractor faithfully carries out and performs its guarantee under the Contract, and, on due notice from Owner, repairs and make good at its sole expense any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Contractor promptly reimburses Owner for all loss and damage that Owner sustains because of Contractor's failure to makes such repairs in accordance with the Contract requirements, then Surety's obligations pursuant to this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.

4. This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court in which the Project is located, and no other place. Surety will be responsible for Owner's attorneys' fees and costs in any action to enforce the provisions of this Bond.

5. This Bond is entered into and is effective on _____, 20_____. Five (5) identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

[Signatures on following page.]

SURETY:

_____ _____

Principal Principal

By: _____

Surety

By: _____

Attorney-in-Fact

By: _____

California Resident Agent

By: _____

Non-resident Agent – Attorney-in-Fact

(Attach Acknowledgment with Notary Seal and Power of Attorney)

City of Fortuna
Public Works Department

Sent via U.S. Mail and Fax

[Date]

[Contractor name]
[Contractor address]
[Contractor fax]

Re: **NOTICE OF AWARD**
Rohnerville Road STIP & HSIP Project

Dear _____:

The City of Fortuna ("Owner") is pleased to inform you that _____ ("Contractor") has been awarded the Contract for the above-referenced Project ("Project"), for the Contract Price of _____ dollars ($_____), pursuant to the Bid Proposal submitted on _____, 20__.

A copy of the Contract is enclosed. Contractor must execute _____ (___) copies of the enclosed Contract and return them to my attention, accompanied by the required Payment Bond, Performance Bond, and insurance certificates, no later than ten (10) days from the date of this Notice of Award.

Failure to return the executed Contract and required bonds and insurance documentation within the specified time could result in termination of the Contract and forfeiture of Contractor's bid security.

Please acknowledge receipt of this Notice of Award by signing the attached Acknowledgement of Notice of Award, as indicated, and faxing the Acknowledgement to my office at: _____. Please do not hesitate to contact me if you have any questions in this regard.

Sincerely,

[name, title]

Enclosure

Acknowledgement of Notice of Award

On behalf of _____ ("Contractor"), I acknowledge receipt of the Notice of Award for the Rohnerville Road STIP & HSIP Project:

s/_____

Name: _____

Title: _____

Date: _____

City of Fortuna
Public Works Department

Sent via U.S. Mail and Fax

[date]

[Contractor name]
[Contractor address]
[Contractor fax]

Re: **NOTICE TO PROCEED**
Rohnerville Road STIP & HSIP Project

Dear _____:

_____ ("Contractor") is hereby notified to proceed with its Work for the above-referenced Project ("Project"), pursuant to the Contract Documents. Contractor should commence the Work on or before _____, 20__ ("Start Date"), and must achieve Final Completion within _____ (___) calendar days from the Start Date.

A copy of the fully executed Contract is enclosed for your files.

Please acknowledge receipt of this Notice to Proceed by signing the attached Acknowledgement of Notice to Proceed, as indicated, and faxing the Acknowledgement to my office at: _____. Please do not hesitate to contact me if you have any questions in this regard.

Sincerely,

[name, title]

Enclosure

Acknowledgement of Notice to Proceed

On behalf of _____ ("Contractor"), I acknowledge receipt of the Notice to Proceed for the Rohnerville Road STIP & HSIP Project:

s/_____

Name: _____

Title: _____

Date: _____

Recording Requested By:
_____

When Recorded Mail To:
_____
_____
_____
_____

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION

Civil Code §§ 8182, 8184, 9204, and 9208

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the Owner or agent of the Owner of the Project described below.

2. Owner's full name is _____.

3. Owner's address is _____.

4. The nature of Owner's interest in the Project is:
__ Fee ownership __ Lessee __ Other:_____

5. Construction work on the Project performed on Owner's behalf is generally described as follows: _____
_____.

6. The name of the original Contractor for the Project is: _____
_____.

7. The Project was completed on: _____.

8. The Project is located at: _____
_____.

Verification:

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I have read this notice, and I know and understand the contents thereof, and that the facts stated therein are true and correct.

_____ _____
Date and Place Signature of Person Signing on Behalf of Owner

_____
Print Name and Title

PART 3
GENERAL CONDITIONS

GENERAL CONDITIONS

Article 1
Definitions

1. **Definitions.** The following definitions apply to all of the Contract Documents unless otherwise indicated. Defined terms and titles of documents are capitalized in the Contract Documents general conditions
, with the exception of the words “day,” “furnish,” and “install.”

Allowance means an amount included in the Bid Proposal for Work that may or may not be included in the Project, depending on conditions that will not become known until after bids are opened. If the Contract Price includes an Allowance and the cost of performing the Work covered by that allowance is greater or less than the Allowance, the Contract Price will be increased or decreased accordingly.

Architect/Engineer means the licensed individual(s), firm(s) or their representative retained by Owner to provide architectural or engineering services for the Project. If no Architect/Engineer has been retained for this Project, any reference to Architect/Engineer is deemed to refer to Owner.

Change Order means a written document duly approved and executed by Owner , which changes the scope of Work, the Contract Price, or the Contract Time.

Claim means a separate demand by Contractor for change in the Contract Time or Contract Price, that has previously been submitted to Owner in accordance with the requirements of the Contract Documents, and which has been rejected by Owner, in whole or in part; or a written demand by Contractor objecting to the amount of Final Payment.

Construction Manager means the individual(s) or firm retained by Owner to provide construction management services for the Project. If no Construction Manager has been retained for this Project, any reference to Construction Manager shall be deemed to refer to Owner.

Contract means the signed agreement between Owner and Contractor.

Contract Documents means, collectively, the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the notice of award and notice to proceed; the payment and performance bonds; the General Conditions; the Supplemental General Conditions, if any; the Project drawings and specifications; any Change Orders; and any other documents expressly made part of the Contract Documents.

Contract Price means the total compensation to be paid to the Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted pursuant to an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, or equipment following submission of the Bid Proposal.

Contract Time means the number of calendar days for performance of the Work, as set forth in the Contract and as may be amended by Change Order.

Contractor means the individual, partnership, corporation, or joint-venture who has signed the Contract with Owner to perform the Work.

Day means a calendar day unless otherwise specified.

DSA means the Division of the State Architect for the State of California.

Final Completion means the Contractor has fully completed all of the Work required by the Contract Documents, including all punch list items and all required submittals, to the Owner's satisfaction.

Final Payment means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld pursuant to the Contract Documents, including, but not limited to, liquidated damages, up to 125% of the amount of any unreleased stop notice, amounts subject to setoff, up to 150% of any unresolved third-party claim for which Contractor is required to indemnify Owner, and up to 150% of any amount in dispute as authorized by Public Contract Code Section 7107.

Furnish means to purchase and deliver to the site designated for installation.

Geotechnical Engineer means the licensed individual(s), firm(s) or their representative retained by Owner to provide geotechnical services for the Project.

Hazardous Materials means any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or cleanup.

Inspector means the individual(s) or firm(s) retained by Owner to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all applicable codes, regulations, and permits.

Install means to fix in place for materials, and to fix in place and connect for equipment.

Owner means the public agency which has signed the Contract with Contractor for performance of the Work, acting through its governing body, officers, employees, and authorized representatives.

Project means the public works project referenced in the Contract.

Subcontractor means an individual, partnership, corporation, or joint-venture retained by Contractor to perform a specific portion of the Work.

Work means the construction and services necessary or incidental to completing the Project in conformance with the requirements of the Contract Documents.

Worksite means the place or places where the Work is performed.

Article 2
Roles and Responsibilities

2.1 **Architect/Engineer.**

2.1.1 Architect/Engineer, as the Owner's representative, is responsible for the overall design of the Project, and is authorized to act on Owner's behalf to ensure performance of the Work in compliance with the Contract Documents.

2.1.2 Architect/Engineer has authority to stop the Work when necessary to ensure compliance with the requirements of the Contract Documents. Architect/Engineer also has authority to reject any and all work and materials which do not conform to the requirements of the Contract Documents.

2.1.3 Architect/Engineer will decide all questions pertaining to performance of the Work, and will provide written decisions on all matters relating to the execution and progress of the Work or interpretation of the Contract Documents. The Architect/Engineer's decision regarding interpretation of the drawings or specifications is final and conclusive.

2.2 **Contractor.**

2.2.1 Contractor must provide all labor, materials, equipment and services necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economic and efficient manner in the best interests of Owner.

2.2.2 Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for, and required to exercise full control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work with that of all other Contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions.

2.2.3 Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents.

2.2.4 Contractor must, at all times during performance of the Work, provide a qualified full-time superintendent, acceptable to Owner, and assistants, as necessary, who must be physically present at the Project site while any aspect of the Work is being performed.

2.2.5 Contractor must, at all times, ensure that the Work is performed in a good workmanlike manner and in full compliance with the Contract Documents and all applicable laws, regulations, codes, standards, and permits.

2.2.6 Contractor is solely responsible to Owner for the acts or omissions of any party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or its Subcontractors.

2.2.7 Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by Owner, Architect/Engineer, or the Inspector to be deficient or defective in workmanship, materials, and equipment.

2.3 **Subcontractors.**

2.3.1 All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. Owner reserves the right to approve or reject any and all Subcontractors proposed to perform the Work.

2.3.2 Contractor must require every Subcontractor and supplier to be bound to the provisions of the Contract Documents as they apply to the Subcontractor's or the supplier's portion(s) of the Work, and to likewise bind their subcontractors or suppliers. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and Owner, but Owner is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

2.3.3 If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to Owner, subject to the prior rights of any surety, provided that the Owner accepts the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

2.4 **Coordination of Work.**

2.4.1 Owner reserves the right to perform or to have performed other work on or adjacent to the Project site while the Work is being performed. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, and must avoid hindering, delaying, or interfering with the work of other contractors and subcontractors. To the full extent permitted by law, Contractor shall hold harmless and indemnify Owner, Architect/Engineer, and Construction Manager against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of another contractor or subcontractor.

2.4.2 Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Architect/Engineer prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any such patent defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work.

2.5 **Submittals.** Contractor must timely submit to Architect/Engineer for review and approval, all shop drawings, samples, product data and similar submittals required by the Contract Documents, or upon request by the Architect/Engineer.

2.5.1 Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

2.5.2 Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current approved schedule for the Work and in such time and sequence so as not to delay the performance of the Work or completion of the Project.

2.5.3 Each submittal must include the Project name and location, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable specification section(s) and/or drawing and detail number(s).

2.5.4 If corrections are required, Contractor must promptly make and submit any required corrections in full conformance with the requirements of this section.

2.5.5 Review and approval of a submittal by the Architect/Engineer will not relieve Contractor from complying with the requirements of the Contract Documents.

2.5.6 Any Work performed without prior approval of a required submittal will be performed at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including, but not limited to, the cost of removing and replacing such Work, repairs to other affected portions of the Work, and the cost of additional time or services required of the Architect/Engineer, Construction Manager, or Inspector.

Article 3
Contract Documents

3.1 Interpretation of Contract Documents.

3.1.1 The drawings and specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The drawings and specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown therein. Contractor must perform all work and services and supply all things reasonably related to and inferable from the Contract Documents.

3.1.2 If Contractor becomes aware of any ambiguity, discrepancy, omission, or error in the drawings or specifications, Contractor must immediately notify the Architect/Engineer and request clarification of such, by submitting a written request for information in the manner specified by Owner. The Architect/Engineer's clarifications or interpretations will be final and binding.

3.1.3 In the event of a conflict between the drawings and specifications, the specifications will control. Figures control over scaled dimensions.

3.1.4 Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

3.1.5 Contractor must verify all relevant measurements at the Worksite before ordering any material or performing any Work, and will be responsible for the correctness of those measurements.

3.2 **Order of Precedence.** Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. In case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest: approved Change Orders; addenda; the Contract; the notice of award and notice to proceed; the Supplementary General Conditions, if any; the General Conditions; the payment and performance bonds; the specifications; the drawings; the Bid Proposal and attachments thereto; the Notice Inviting Bids; and the Instructions and Information for Bidders.

Article 4
Bonds, Indemnity, and Insurance

4.1 **Payment and Performance Bonds.** Within ten (10) days following issuance of the notice of award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than one hundred percent (100%) of the Contract Price, using the bond forms included with the Contract Documents.

4.1.1 Each bond must be issued by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within fourteen (14) days following written notice from Owner, Contractor must substitute a surety acceptable to Owner. If Contractor fails to substitute an acceptable surety within the specified time, Owner may, at its sole discretion, withhold payment from Contractor until the surety is replaced to Owner's satisfaction, or terminate the Contract for default.

4.2 **Indemnity.** To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless Owner, its agents and consultants, Architect/Engineer, and Construction Manager (individually, "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or its failure to comply with any of its obligations under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the

content or manner of submission of the Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this provision will be deemed a material breach of this Contract. Pursuant to Public Contract Code Section 9201, Owner will timely notify Contractor upon receipt of any third-party claim relating to the Contract.

4.3 **Insurance.** No later than ten (10) days following issuance of the notice of award, Contractor is required to procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract until the date of recordation of the notice of completion. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, Owner may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default.

4.3.1 The following insurance policies and limits are required for this Contract unless otherwise specified in the Supplemental General Conditions:

4.3.1.1 Commercial General Liability Insurance ("CGL"): The CGL policy must be issued on an occurrence basis, written on a comprehensive general liability form, and shall include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work, including contractor's protected coverage, blanket contractual, completed operations, vehicle coverage and employer's non-ownership liability coverage, with limits of at least two million dollars ($2,000,000.00) per occurrence. The CGL policy must name Owner as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and must protect Owner, its officers, employees, and agents against any and all liability for personal injury, death, or property damage or destruction arising directly or indirectly in the performance of the Contract. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.

4.3.1.2 Builder's Risk Insurance: The Builder's Risk Insurance policy must be issued on occurrence basis, for all-risk coverage on

a one hundred percent (100%) completed value basis on the insurable portion of the Project for the benefit of Owner.

4.3.1.3 Workers' Compensation Insurance and Employer's Liability: The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, with of at least one million dollars ($1,000,000.00). If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

4.3.2 Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least thirty (30) days written notice to Owner, unless due to non-payment of premiums, in which case ten (10) days written notice must be made to Owner.

4.3.3 Each required policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against Owner.

4.3.4 The CGL Policy and the Builder's Risk Policy must include the following specific endorsements:

4.3.4.1 The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

4.3.4.2 The insurance provided is primary and no insurance held or owned by Owner may be called upon to contribute to a loss.

4.3.4.3 This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

4.3.5 Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage as set forth herein, with respect to its performance of Work on the Project, including those requirements related to the additional insureds and waiver of subrogation.

Article 5
Contract Time

5.1 **Time.** Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

5.1.1 Contractor must commence the Work on the date indicated in the notice to proceed, and must fully complete the Work, in strict compliance with all requirements of the Contract Documents, within the Contract Time.

5.1.2 Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If Owner determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, Owner may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, and/or to work additional hours or days without additional cost to Owner, in order to achieve a rate of progress satisfactory to Owner. If Contractor fails to comply with Owner's directive in this regard, Owner may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use Owner's own forces to achieve the necessary rate of progress. Alternatively, Owner may terminate the Contract based on Contractor's default.

5.2 **Schedule.** Within fifteen (15) calendar days following issuance of the notice of award (or within such time as may be otherwise specified in the Supplement General Conditions), Contractor must submit to Owner for review and approval an as-planned (baseline) schedule showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time and indicating the critical path for timely completion. The as-planned schedule must include the work of all trades required for the Work, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the as-planned schedule must be dated, provided in the format specified in the Contract Documents or as required by the Architect/Engineer, and must include, at a minimum, a description of the activity, the start and completion dates, and the duration.

5.2.1 Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by Architect/Engineer, for review and approval with each application for a progress payment. The progress schedule must show how the actual progress of the work to date compared to the as-planned schedule, and must identify any actual or potential impacts to the critical path.

5.2.2 If Owner determines that the Work is more than one week ahead or behind schedule, within seven (7) days following written notice of such determination, Contractor must submit a recovery schedule to Owner in conformance with the above requirements for the initial as-planned schedule, showing how the Contractor intends to perform and complete the Work within the Contract Time.

5.2.3 Contractor and its Subcontractors must perform the Work in accordance with the most current approved schedule unless otherwise directed by Owner. Owner's approval of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect Owner's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

5.2.4 Contractor must at all times maintain a copy of the most current approved schedule posted prominently in its on-site office.

5.2.5 Owner reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by Owner or others, or to facilitate Owner's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

5.2.6 Contractor is limited to working Monday through Friday, excluding holidays, during Owner's normal business hours, except as expressly provided in the Supplemental General Conditions, or as authorized in writing by Owner. Owner reserves the right to charge Contractor for additional costs incurred by Owner due to Contractor working on days or during hours not expressly authorized in these Contract Documents, including, but not limited to, reimbursement of costs incurred for inspection, testing, and construction management services.

5.3 **Delay and Extensions of Contract Time.**

5.3.1 The Contract Time may be extended if Contractor encounters an unavoidable delay in performing the Work due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through planning, foresight, and diligence ("Excusable Delay"). Grounds for Excusable Delay may include, but are not limited to, fire, earthquake, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or unusually severe weather.

5.3.1.1 Excusable Delay does not include delay caused by weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years.

5.3.1.2 Excusable Delay does not include delay caused by Contractor's failure to order equipment and materials sufficiently in advance of the time needed for the Work.

5.3.1.3 Excusable Delay does not include delay caused by Contractor's failure to provide adequate notification to utility companies for connections or services necessary for the timely performance and completion of the Work.

5.3.1.4 Excusable Delay does not include delay caused by foreseeable conditions Contractor could have ascertained from reasonably diligent inspection of the Worksite or review of the Contract Documents.

5.3.1.5 Excusable Delay does not include delay caused by Contractor's financial inability to perform the Work, e.g., insufficient funds to pay its Subcontractors or suppliers.

5.3.1.6 Excusable Delay does not included delay that is concurrent with non-Excusable Delay.

5.3.2 A request for an extension of time and associated delay costs must be submitted in writing to Architect/Engineer within ten (10) calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or shall be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6, below. Strict compliance with these requirements is necessary to ensure that any delay or delay costs may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of time or delay costs that does not strictly comply with the requirements of Article 5 and Article 6 will be deemed waived.

5.3.2.1 The request must include a detailed description of the cause(s) of the delay, and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, e.g., by workforce management, change in sequencing, etc. If the delay is still ongoing at the time the request is submitted, the request should

also include Contractor's plan for continued mitigation of the delay or its effects.

5.3.2.2 The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including schedule impacts, and cost impacts, including, but not limited to, a time impact analysis using critical path methodology, and demonstrating unavoidable delay in Final Completion. The time impact analysis must be submitted in a form or format acceptable to Owner. Contractor has the burden of proving 1) that the delay was an Excusable Delay, as defined above, 2) that Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts, 3) that the delay will unavoidably result in delaying Final Completion, and 4) that any delay costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

5.3.2.3 If Contractor is granted an extension of time for Excusable Delay, recompense for delay costs shall be limited to actual, direct, reasonable, and substantiated costs, and will not include home office overhead, or markup for overhead and profit.

5.3.2.4 Nothing in this provision is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code Section 7102.

5.3.2.5 Any grant of an extension of time or delay costs due to an Excusable Delay will not operate as a waiver of Owner's right to assess liquidated damages for unexcused delay.

5.3.2.6 In the event of a dispute over entitlement to an extension of time or delay costs, Contractor may not cease working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on Owner's rejection of a Change Order request for an extension of time or delay costs is to comply with the Dispute Resolution provisions set forth in Article 12, below.

5.4 **Liquidated Damages.** It is expressly understood that if Final Completion is not achieved within the Contract Time, Owner will suffer damages which are difficult to determine and accurately specify. If Contractor fails to achieve Final Completion within the Contract Time, Owner may charge Contractor in the amount specified in the Contract for each day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty.

5.4.1 Liquidated damages will not be assessed for any Excusable Delay, as set forth above.

5.4.2 Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents, regardless of impact on Contract Time and Final Completion.

5.4.3 Owner is entitled to set off the amount of liquidated damages assessed against any payments otherwise due to Contractor, including, but not limited to, setoff against release of retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, Owner is entitled to recover the balance from Contractor or its performance bond surety.

5.4.4 Occupancy or use of the Project in whole or in part prior to Final Completion will not operate as a waiver of Owner's right to assess liquidated damages for Contractor's delay in achieving Final Completion.

Article 6
Contract Modification

6.1 **Changes in Work.** Owner reserves the right to make changes in the Work without invalidating the Contract. Owner may direct or Contractor may request changes in the Work, and any such changes will be formalized in a Change Order, which may include commensurate changes in the Contract Price or Contract Time as applicable. Contractor must promptly comply with Owner-directed changes in the Work in accordance with the intent of the original Contract Documents, even if Contractor and Owner have not yet reached agreement as to adjustments to the Contract Price or Contract Time.

6.1.1 In the event of a dispute over entitlement to a change in Contract Time or a change in Contract Price related to an Owner-directed change, Contractor must perform the Work as directed and may not delay its work or cease work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute.

6.1.2 In the event that Owner and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents as opposed to changed Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute.

6.1.3 Contractor's failure to promptly comply with an Owner-directed change shall be deemed a material breach of the Contract, and in addition to all other remedies available to it, Owner may, at its sole discretion, hire another contractor and/or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct such cost from the Contract Price.

6.1.4 Contractor's sole recourse for an unresolved dispute related to changes in the Work is to comply with the dispute resolution provisions set forth in Article 12, below.

6.2 **Change Order Requests.** Contractor must submit a request for a change in the Work or a change in the Contract Price or Contract Time as a written Change Order request. Any Change Order request submitted by Contractor must include a complete breakdown of actual cost, and credits, and shall itemize labor, materials, taxes, insurance, and subcontract amounts. All claimed costs must be fully documented.

6.2.1 All Change Order requests must be signed by Contractor and must include the following certification:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete, and agrees that any costs, expenses, or time extension request not included herein shall be deemed waived. Contractor understands that submission of claims which have no basis in fact or which Contractor knows to be false may violate the False Claims Act, as set forth in Government Code Sections 12650 et seq."

6.3 **Adjustments to Contract Price.** Any increase or decrease to the Contract Price shall be determined based on one of the following methods in the order provided:

6.3.1 Amounts previously provided in the form of unit prices, the schedule of values, or Allowances, shall apply first if unit pricing, a schedule of values, or an Allowance amount has previously been submitted for the subject Work; or, if none

6.3.2 A mutually agreed upon lump sum; or, if none

6.3.3 On a time and materials basis, which may include a not-to-exceed limit, calculated as the total of the following sums:

6.3.3.1 All direct labor costs plus fifteen percent (15%) for overhead and profit;

6.3.3.2 All direct material costs, including sales tax, plus fifteen percent (15%) for overhead and profit;

6.3.3.3 All direct plant and equipment rental costs, plus fifteen percent (15%) for overhead and profit;

6.3.3.4 All direct subcontract costs plus ten percent (10%) for overhead and profit; and

6.3.3.5 Increased premium costs computed at one and one half percent (1½ %) of total of the previous four sums.

6.4 If Owner disagrees with the amount of compensation or extension of time that Contractor has requested, Owner may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time in the amount Owner believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

Article 7
General Construction Provisions

7.1 **Permits and Taxes.**

7.1.1 Contractor must obtain and pay for any and all permits, fees, or licenses required to perform the Work, unless otherwise indicated in the Contract Documents. Contractor must cooperate with and provide notifications to government agencies with jurisdiction over the Project, as may be required. Contractor must provide Owner with copies of all notices, permits, licenses, and renewals required for the Work.

7.1.2 Contractor must pay for all taxes on material and equipment, except Federal Excise Tax to the extent that Owner is exempt from Federal Excise Tax.

7.2 **Temporary Facilities.** Contractor must provide, at Contractor's sole expense, any and all temporary facilities, including, but not limited to onsite office, sanitary facilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along and any utility services incidental thereto. Such structures must be safe and adequate for the intended use, and installed and maintained in accordance with all applicable federal, state, and local laws, codes, and regulations. Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair

any damage to Owner's property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition. Additional provisions pertaining to temporary facilities may be included in the specifications or Supplemental General Conditions.

7.3 **Signs.** No signs may be displayed on or about Owner's property, except signage which is required by law, without Owner's prior written approval as to content, size, design, and location.

7.4 **Protection of Work and Property.**

7.4.1 Contractor is responsible at all times for protecting the Work and materials and equipment to be incorporated into the Work from damage until the Notice of Completion has been recorded. Except as specifically authorized by Owner, Contractor must confine its operations to the area of the Project site indicated in the drawings. Contractor is liable for any damage caused to Owner's real or personal property, the real or personal property of adjacent property owners, or the work or personal property of other contractors working for Owner.

7.4.2 If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the drawings or apparent from inspection of the Project site, Contractor must promptly notify Architect/Engineer, and must avoid taking any action which could cause damage to such facilities or utilities pending further direction from the Architect/Engineer. If Architect/Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6, above.

7.4.3 Contractor must provide, install, and maintain all shoring, bracing, underpinning, etc., necessary to provide support to Owner's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by law.

7.5 **Noninterference.** Contractor must take reasonable measures to avoid interfering with Owner's use of its property at or adjacent to the Project site, including, but not limited to, use of roadways, entrances, parking areas, walkways, and structures.

7.6 **Materials and Equipment.**

7.6.1 Unless otherwise specified, all materials and equipment required for the Work must be new and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Unless otherwise specified, all materials and

equipment required for the Work are deemed to include all components required for complete installation and intended operation, and must be installed in accordance with the manufacturer's recommendation. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work.

7.6.2 If the Work includes installation of materials or equipment to be provided by Owner, Contractor is solely responsible for the proper examination, handling, storage, and installation of such items in accordance with the Contract Documents. Contractor must promptly notify Owner of any defects discovered in Owner-provided materials or equipment. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

7.7 **Substitutions.**

7.7.1 Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and Contractor may request use of any equal material, product, thing, or service.

7.7.2 A request for substitution must be submitted to Architect/Engineer for approval within the time period provided in the specifications. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier.

7.7.3 All data substantiating the proposed substitute as an "equal" item must be submitted with the written request for substitution. Contractor has the burden of proving the equality of the proposed substitution. Contractor's failure to timely provide necessary submittals does not establish grounds for substitution.

7.7.4 If the proposed substitution is approved, Contractor is solely responsible for any additional costs associated with the substituted item(s). If the proposed substitution is rejected, Contractor must, without delay, install the item specified.

7.7.5 Architect/Engineer's review of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all cost impacts resulting

therefrom, including, but not limited to, the cost of removal and replacement and the impact to other design elements.

7.8 **Testing and Inspection.**

7.8.1 Contractor must schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must provide timely notice to all necessary parties as specified in the Contract Documents. Owner will bear the initial cost of testing to be performed by independent testing consultants retained by Owner. However, Contractor will be responsible for the costs of any subsequent tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs. In addition, if any portion of the Work which is subject to testing is covered or concealed by Contractor prior to testing, Contractor will bear the cost of making that portion of the Work available for the testing required by the Contract Documents, and any associated repair or remediation costs.

7.8.2 All materials, equipment, and workmanship used in the Work are subject to inspection by Owner's Inspector at all times and locations during construction and/or fabrication. All manufacturers' application or installation instructions must be provided to the Inspector at least ten (10) days prior to the first such application. Contractor must, at all times, make the Work available for inspection. Any Work that fails to comply with the requirements of the Contract Documents must be promptly repaired, replaced, or corrected by Contractor, at Contractor's sole expense. In addition, if any portion of the Work is improperly covered or concealed by Contractor prior to inspection, Contractor bears the cost of making that portion of the Work available for inspection, and any associated repair or remediation costs.

7.8.3 If required off-site testing and/or inspection must be conducted at a location more than one hundred (100) miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

7.8.4 Contractor is solely responsible for any delay occasioned by remediation of noncompliant Work.

7.9 **Clean up.** Contractor must regularly remove debris and waste materials and maintain the work areas in clean and neat condition. Prior to discontinuing work in an area, Contractor must clean the area and remove all rubbish along with its construction equipment, tools, machinery, waste and surplus materials. Contractor must, at all times, minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Contractor must remove

from the Worksite all of its equipment, tools, surplus materials, waste materials and debris.

7.9.1 Before demobilizing from the Worksite, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas.

7.9.2 If Contractor fails to commence compliance with its cleanup obligations within two (2) business days following written notification from Owner or its representative, Owner may undertake appropriate cleanup measures without further notice and the cost of such shall be deducted from any amounts due or to become due the Contractor in the next payment period.

7.10 **Instructions and Manuals.** Contractor must provide three (3) copies each of all instructions and manuals required by the Contract Documents. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for Owner to easily maintain and service the materials and equipment installed pursuant to this Contract. All manufacturers' application or installation instructions must be provided to the Inspector at least ten (10) days prior to the first such application. The instructions and manuals, along with any required guarantees, must be delivered to the Architect/Engineer for review. Contractor and/or its Subcontractors must instruct Owner's personnel in the operation and maintenance of any complex equipment prior to final acceptance of the Work, as may be required in the Contract Documents.

7.11 **As-built Drawings.** Contractor and its Subcontractors must maintain on the Worksite a separate complete set of Contract drawings which will be used solely for the purpose of recording changes made in any portion of the Work in order to create as-built drawings. The as-built drawings must be updated as changes occur, on a daily basis if necessary. Progress payments may be delayed, in whole or in part, until such time as the as-built drawings are brought up to date to the satisfaction of the Architect/Engineer. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities, etc., installed underground, in walls, floors, or otherwise concealed. Deviations from the original drawings must be shown in detail. The location of all main runs, whether piping, conduit, ductwork, drain lines, etc., must be shown by dimension and elevation. Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Owner and Architect/Engineer for review and approval as a condition precedent to acceptance of the Work.

7.12 **Existing Utilities.** Pursuant to Government Code Section 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified

by Owner in the Contract Documents, Contractor must immediately provide written notice to Owner and the utility. Owner assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site, if such utilities are not identified in the Contract Documents. Contractor must be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans or specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor must not be assessed liquidated damages for delay in completion of the Work, to the extent such delay was caused by Owner's failure to provide for removal or relocation of such utility facilities.

7.13 **Notice of Excavation.** Pursuant to Government Code Section 4216.2, except in an emergency, Contractor must contact the appropriate regional notification center, at least two (2) working days, but not more than fourteen (14) calendar days prior to commencing any excavation if the excavation will be conducted in an area that is known, or reasonable should be known, to contain subsurface installations, and if practical, Contractor must delineate with white paint or other suitable markings the area to be excavated.

7.14 **Trenching and Excavations.**

7.14.1 Contractor must promptly, and before the following conditions are disturbed, provide written notice to Owner if the Contractor finds any of the following conditions:

7.14.1.1 Material that Contractor believes may be a hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

7.14.1.2 Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

7.14.1.3 Unknown physical conditions at the site of any unusual nature, differing materially different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

7.14.2 Owner must promptly investigate the conditions and if Owner finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, Owner will issue a Change Order under the procedures describe in the Contract Documents.

7.14.3 In the event that a dispute arises between the Owner and the Contractor regarding any of the matters specified in subsection 7.14.1, above, Contractor will not be excused from any scheduled completion date provided for in the Contract Documents, but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes between Contractor and Owner.

7.15 **Trenching of Five Feet or More.** Pursuant to Labor Code Section 6705, if the Contract Price exceeds twenty-five thousand dollars ($25,000.00) and the Work includes the excavation of any trench or trenches of five feet (5') or more in depth, a detailed plan must be submitted to Owner and/or its civil or structural engineer, for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If such plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

Article 8
Payment

8.1 **Schedule of Values.** Prior to submitting its first application for payment, Contractor must prepare and submit to Owner and Architect/Engineer a schedule of values apportioned to the various divisions and phases of the Work. Each line item contained in the schedule of values must be assigned a value such that the total of all items shall equal the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment.

8.2 **Progress Payments.** Following the last day of each month, or as otherwise required by the Supplemental General Conditions or Specifications, Contractor will submit to Owner and Architect/Engineer for approval, a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

8.2.1 Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Worksite, as well as authorized and approved Change Orders. Each pay application shall be supported by the Contractor's Schedule of Values and any other substantiating data required by the Contract Documents.

8.2.2 Owner will pay the undisputed amount due, as certified by Architect/Engineer, within thirty (30) days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code Section 20104.50. Owner will deduct a percentage from each progress payment as retention, as set forth in subsection 8.5, below, and may deduct additional amounts as set forth in subsection 8.3, below.

8.3 **Adjustment of Payment Application.** Owner may adjust or reject a payment application, including application for Final Payment, in whole or in part, as may be necessary to protect Owner from loss or damage based upon the following:

8.3.1 Contractor's unexcused failure to perform the Work as required by the Contract Documents, including, but not limited to, correction or completion of punch list items;

8.3.2 Loss or damage caused by Contractor or its Subcontractor(s) arising out of or relating to performance of the Work;

8.3.3 Contractor's failure to pay its Subcontractors and suppliers when payment is due;

8.3.4 Failure to timely correct rejected, nonconforming, or defective Work;

8.3.5 Unexcused delay in performance of the Work;

8.3.6 Any unreleased stop notice, retained as 125% of the amount claimed;

8.3.7 Any other costs or charges that may be offset against payments due, as provided in the Contract Documents; and

8.3.8 Contract payments will not be made when Contractor's payroll records are delinquent or inadequate.

If a payment application is adjusted based on one of the foregoing, Contractor will be notified in writing of the basis for the adjustment, and will be promptly paid once the basis for that adjustment has been remedied and no longer exists.

8.4 **Acceptance of Work.** Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

8.5 **Retention.** Owner shall retain five percent (5%) of the amount due on each progress payment, or the percentage stated in the Notice Inviting Bids,

whichever is greater, as retention to ensure full and satisfactory performance of the Work.

8.5.1 Pursuant to and in accordance with Public Contract Code Section 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by Owner. Any escrow agreement entered into pursuant to this provision will fully comply with Public Contract Code Section 22300, and will be subject to approval as to form by Owner's legal counsel.

8.5.2 All undisputed retention, less any amounts that may be assessed as liquidated damages, and less amounts retained pursuant to stop notices, will be released as Final Payment to Contractor no sooner than thirty-five (35) days following recordation of the notice of completion, and no later than sixty (60) days following acceptance of the Project by Owner's governing body or authorized designee, or, if the Project has not been accepted, no later than sixty (60) days following such time that the Project is otherwise considered complete pursuant to Public Contract Code Section 7107(c).

8.6 **Setoff.** Owner is entitled to set off any amounts due from Contractor against any payments due to Contractor. Owner's entitlement to setoff includes progress payments as well as Final Payment and release of retention.

8.7 **Payment to Subcontractors and Suppliers.** Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Worksite by the Subcontractor or supplier during the preceding month. Such payments shall be made in accordance with the requirements of the law, and those of the Contract Documents and applicable subcontract or supplier contract.

8.7.1 Owner will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by Owner for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

8.7.2 Owner reserves the right to issue joint checks made payable to the Contractor and its Subcontractors or suppliers. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by Owner. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between Owner and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

8.8 **Final Payment.** Corrections to previous progress payments may be included in the Final Payment. The date of Final Payment is deemed to be effective on the date that Owner acts to release retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment. If the amount due from Contractor to Owner exceeds the amount of Final Payment, Owner retains the right to recover the balance from Contractor or its sureties.

8.9 **Release of Claims.** Owner may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing Owner with a written release of all claims against Owner arising from or related to the portion of Work covered by those undisputed amounts. Any disputed amounts may be specifically excluded from such release.

8.10 **Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work included in a request for payment shall pass over to Owner free of any claims, liens, or encumbrances upon payment to Contractor.

Article 9
Labor Provisions

9.1 **Discrimination Prohibited**. Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, Government Code Sections 12900 et seq., Government Code Section 11135, and Labor Code Sections 1735, 1777.5, 1777.6, and 3077.5.

9.2 **Labor Code Requirements.**

9.2.1 Pursuant to Labor Code Section 1810, eight (8) hours of labor constitute a legal day's work under this Contract.

9.2.2 Pursuant to Labor Code Section 1813, Contractor will forfeit to Owner as a penalty, the sum of twenty-five dollars ($25.00) for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight (8) hours in any one (1) calendar day or more than forty (40) hours per calendar week, except if such workers are paid overtime pursuant to Labor Code Section 1815.

9.2.3 Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code Section 1777.5, which is incorporated by reference herein.

9.2.4 Pursuant to Labor Code Section 1771.4, Contractor is required to post all job site notices prescribed by law or regulation.

9.3 **Prevailing Wages.** Each worker performing Work under this Contract must be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at http://www.dir.ca.gov/dlsr. Contractor must post a copy of the applicable prevailing rates at the Worksite.

9.3.1 Pursuant to Labor Code Section 1775, Contractor and any Subcontractor will forfeit to Owner as a penalty up to two hundred dollars ($200.00) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

9.4 **Payroll Records.** Contractor must comply with the provisions of Labor Code Sections 1776 and 1812, which are incorporated by reference herein.

9.4.1 Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

9.4.1.1 The information contained in the payroll record is true and correct.

9.4.1.2 The Contractor or Subcontractor has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any Work performed by its employees on the Project.

9.4.2 A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to Owner, or to the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, and as further provided by the Labor Code.

9.4.3 Upon notice of noncompliance with Labor Code Section 1776, Contractor or Subcontractor has ten (10) days in which to comply with requirements of this section. If Contractor or Subcontractor fails to do so within the ten (10) day period, Contractor or Subcontractor shall forfeit a penalty of one hundred dollars ($100.00) per day, or portion thereof, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from progress payments then due.

9.5 **Labor Compliance.** Pursuant to Labor Code section 1771.4, the Contract for this Project, if awarded on or after January 15, 2015, is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

9.5.1 On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations under this subchapter, the prime contractor shall post a Notice containing the following language:

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

"The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number: _____

"Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

"Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

"For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at www.dir.ca.gov/dlse/PublicWorks.html."

Article 10
Safety Provisions

10.1 **Safety Precautions and Programs.** Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must comply with all applicable safety laws, rules and regulations and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite, materials and equipment stored on or off site, and property at or adjacent to the Worksite.

10.1.1 Contractor must immediately provide a written report to Owner of all recordable accidents and injuries occurring at the Worksite. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to Owner.

10.1.2 Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide Owner with copies of all notices required by law or regulation.

10.1.3 Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

10.1.4 If Owner determines, in its sole discretion, that any part of the Work or Worksite is unsafe, Owner may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to the Owner's satisfaction. If Contractor fails to promptly take the required corrective measures, Owner may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim

for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with the Owner's request for corrective measures pursuant to this provision.

10.2 **Hazardous Materials.** Unless otherwise specified, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Worksite that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to the Owner and Architect/Engineer. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

10.3 **Material Safety.** Contractor must maintain Material Safety Data Sheets ("MSDS") at the Worksite, as required by law, for materials or substances used or consumed in the performance of the Work. The MSDS shall be accessible and available to Contractor's employees, Subcontractors, Owner, and Owner's representatives.

10.3.1 Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Worksite and/or used in the performance of the Work.

10.3.2 Contractor must ensure proper labeling on any material brought onto the Worksite so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

Article 11
Completion and Warranty Provisions

11.1. **Final Completion.**

11.1.1 When the Work required by this Contract is fully performed, Contractor must provide written notification to Owner and Architect/Engineer requesting final inspection. Based on this inspection, Architect/Engineer will prepare a punch list of items that are incomplete, incorrectly installed, or not operating as required by the Contract Documents. The omission of any such item from this punch list will not relieve the Contractor from fulfilling all requirements of the Contract Documents.

11.1.2 Architect/Engineer must promptly deliver the punch list to Contractor and specify the time by which all of the punch list items must be completed or corrected. Final Completion will be achieved upon completion or correction of all punch list items, as verified by inspection, and upon satisfaction of all other Contract requirements, including, but not limited to, all final submittals, to Owner's satisfaction. Once Final Completion is achieved, and the Project has been formally accepted by Owner, Owner will file a notice of completion with the County Recorder. Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than thirty-five (35) days after recordation of the notice of completion.

11.2 **Warranty.**

11.2.1 Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. At Owner's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

11.2.2 Contractor's warranty must guarantee its work for a period of one (1) year from the date of recordation of the notice of completion, except when a longer guarantee is provided by a supplier or manufacturer, or is required by the Specifications or Supplemental General Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents. As a condition precedent to acceptance, Contractor must supply Owner with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers. The warranty provided herein applies to Work performed by Contractor and its Subcontractors, and Contractor expressly agrees to act as co-guarantor of such Work.

11.2.3 Upon written notice from Owner to Contractor of any defect in the Work discovered during the warranty period, Contractor or its responsible Subcontractor shall promptly correct the defective Work at their own cost. Contractor's obligation to correct defects discovered during the warranty period will continue past the expiration of the warranty period as to any defects in Work for which Contractor was notified prior to expiration of the warranty period. If Contractor and/or its responsible Subcontractor fails to correct defective Work within ten (10) days following notice by Owner, or sooner, if required by the circumstances, Contractor expressly agrees that

Owner may correct the defects to conform with Contract Documents at Contractor's sole expense, and Contractor agrees to reimburse Owner for its costs within thirty (30) days following Owner's submission of a demand for payment pursuant to this provision. If Owner is required to initiate legal action to compel Contractor's compliance with this provision, and Owner is the prevailing party in such action, Contractor is solely responsible for all of Owner's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein in addition to any and all costs incurred by Owner to correct the defective Work.

11.3 **Use Prior to Final Completion.** Owner reserves the right to occupy or make use of the Project, or any portions thereof, prior to Final Completion if Owner has determined that the Project or portion thereof is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions thereof, prior to Final Completion. Owner must notify Contractor in writing of its intent to occupy or make use of the Project or any portions thereof, pursuant to this provision. Such occupation or use will not operate as acceptance of the Work or any portion thereof, nor will it operate as a waiver of any of Owner's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect. Notwithstanding the foregoing, to the extent Owner occupies or makes use of the Project or any portions thereof, pursuant to this provision, Owner will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use pursuant to this provision actually adds to Contractor's cost or time to perform the Work.

11.4 **Substantial Completion.** For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to recordation of the Notice of Completion, except for warranty work performed under this Article.

Article 12
Dispute Resolution

12.1 **Claims.** This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

12.1.1 “Claim” means a separate demand by Contractor for change in the Contract Time or Contract Price that has previously been submitted to Owner in accordance with the requirements of the Contract Documents, and which has been rejected by Owner, in whole or in part. A Claim shall only include the portion of a previously rejected demand that remains in dispute between Contractor and Owner. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to Owner in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by Owner.

12.1.2 This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount, and applies in addition to the provisions of Public Contract Code Sections 20104, et seq.

12.2 **Claims Submission.** The following requirements apply to any Claim subject to this Article:

12.2.1 The Claim must be submitted to Owner in writing and must include all of the documents necessary to substantiate the Claim. A Claim must be submitted within fifteen (15) days following the date that Owner notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment, or will be deemed waived. A Claim disputing the amount of Final Payment must be submitted within fifteen (15) days of the effective date of Final Payment, pursuant to Section 8.8 of Article 8, above. Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.

12.2.2 For any Claim of less than fifty thousand dollars ($50,000.00), Owner will respond in writing within forty-five (45) days of receipt of the Claim, or may request, in writing, within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that Owner may have against Contractor.

12.2.2.1 If additional information is thereafter required, it may be requested and provided upon mutual agreement of Owner and Contractor.

12.2.2.2 Owner's written response to the Claim, as further documented, will be submitted to Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by Contractor in producing the additional information, whichever is greater.

12.2.2.3 Any failure by Owner to respond within the times specified above may not be construed as acceptance of the Claim in whole or in part, or as a waiver of any provision of these Contract Documents.

12.2.3 For any Claim of over fifty thousand dollars ($50,000.00), and less than or equal to three hundred seventy-five thousand dollars ($375,000.00), Owner will respond in writing within sixty (60) days of receipt of the Claim, or may request, in writing, within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to the defenses to the Claim that Owner may have against Contractor.

12.2.3.1 If additional information is thereafter required, it may be requested and provided upon mutual agreement of Owner and Contractor.

12.2.3.2 Owner's written response to the Claim, as further documented, will be submitted to Contractor within thirty (30) days of receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

12.2.3.3 Any failure by Owner to respond within the times specified above may not be construed as acceptance of the Claim in whole or in part, or as a waiver of any provision of these Contract Documents.

12.2.4 For any Claim of over three hundred seventy-five thousand dollars ($375,000.00), Owner will respond in writing within ninety (90) days of receipt of the Claim. Owner may request, in writing, within forty-five (45) days of receipt of the Claim, any additional documentation supporting the Claim relating to defenses to the Claim that Owner may have against the Contractor.

12.2.4.1 If additional information is thereafter required, it may be requested and provided upon mutual agreement of Owner and Contractor.

12.2.4.2 Owner's response to the Claim, as further documented, will be submitted to Contractor within forty-five (45) days after receipt of the further documentation, or within a period of time no greater than that taken by Contractor in producing the additional information or requested documentation, whichever is greater.

12.2.4.3 Any failure by Owner to respond within the times specified above may not be construed as acceptance of the Claim in whole or in part, or as a waiver of any provision of these Contract Documents.

12.2.5 Any Claim for additional payment must include a complete, itemized breakdown of all labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each claimed cost. Any Claim for an extension of time or delay costs must be substantiated with schedule analysis and narrative depicting and explaining claimed time impacts.

12.3 **Meet and Confer.**

12.3.1 For Claims less than or equal to three hundred seventy-five thousand dollars ($375,000.00), if Contractor disputes the Owner's written response, or Owner fails to respond within the time proscribed, Contractor may notify Owner in writing, either within fifteen (15) days of receipt of Owner's response, or within fifteen (15) days of Owner's failure to respond within the time proscribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand to meet and confer, Owner will schedule the meet and confer conference to be held within thirty (30) days, or later if needed to ensure the mutual availability of all of the individuals that each party requires to represent its interests at the meet and confer conference. The meet and confer conference will be scheduled at a location at or near Owner's principal office. If Contractor fails to dispute Owner's response, in writing, within thirty (30) days after receipt of Owner's response, Contractor's Claim will be deemed waived.

12.3.2 For any Claim greater than three hundred seventy-five thousand dollars ($375,000.00), within thirty (30) days of receipt of Owner's response, Contractor will respond in writing by accepting Owner's response and waiving any further right to pursue the Claim, or by disputing the Owner's response in whole or in part. If Contractor disputes Owner's response, in writing, in whole or in part, Owner will schedule a meet and confer conference to be held within sixty (60) days, or later if needed to ensure the mutual availability of all of the individuals that each party requires to represent its interests at the meet and confer conference . The

meet and confer conference will be scheduled at a location at or near Owner's principal office, and will be mandatory for both parties. If Contractor fails to dispute Owner's response, in writing, within thirty (30) days after receipt of Owner's response, Contractor's claim will be deemed waived.

12.4 **Mediation and Statutory Claims.**

12.4.1 For Claims less than or equal to three hundred seventy-five thousand dollars ($375,000.00), if the Claim or any portion remains in dispute following the meet and confer conference, the parties may agree to mediation, as set forth in subsection 12.4.2, below, or Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code (a "Statutory Claim"). For the purposes of those provisions, the running of the period of time within which a Statutory Claim must be filed will be tolled from the time the Contractor submits its written Claim pursuant to subsection 12.2, above, until the time that Claim is denied as a result of the meet and confer process, including any period of time used by the meet and confer process. If the parties agree to mediation pursuant to subsection 12.4.2, below, the time for filing a Statutory Claim will be tolled until conclusion of the mediation by impasse.

12.4.2 For any Claim or any portion(s) of a Claim greater than three hundred seventy-five thousand dollars ($375,000.00) that remains in dispute following the meet and confer conference, the parties agree to make a good faith effort to resolve the dispute through mediation as a condition precedent to filing a Statutory Claim and initiating litigation. The mediation will be scheduled within sixty (60) days following conclusion of the meet and confer process, with a mediator that parties mutually agree upon. The mediation itself may take place more than sixty (60) days following conclusion of the meet and confer process to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. The parties must share the costs of mediation equally, except costs incurred by each party for representation by legal counsel or any other consultant.

12.4.3 If the Claim or any portion remains in dispute following the mediation, Contractor may file a Statutory Claim. For the purposes of this subsection the running of the period of time within which a Statutory Claim must be filed will be tolled from the time the Contractor submits its written Claim pursuant to subsection 12.2, above, until the conclusion of the mediation by impasse.

12.4.4 Timely presentment of a Statutory Claim is a condition precedent to filing any legal action based on or arising from the Contract.

12.5 **Tort Claims.** This Article does not apply to tort claims and nothing in this Article is intended nor shall be construed to change the time periods for filing tort-based Statutory Claims.

12.6 **Arbitration.** It is expressly agreed, pursuant to California Civil Code Section 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

12.7 **Damages.** Contractor is not entitled to recovery of any alleged home office overhead. The Eichleay Formula may not be used for any recovery under the Contract. Contractor is not entitled to consequential damages, including, but not limited to home office overhead or any form of overhead not directly incurred at the Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract.

12.8 **Multiple Claims.** In the interest of efficiency, Owner, acting in its sole discretion, may elect to process multiple Claims concurrently, in which case the applicable procedures above will be based on the total amount of such Claims rather than the amount of each individual Claim. Any such election will not operate to change or waive any other requirements of this Article.

Article 13
Suspension and Termination

13.1 **Suspension for Cause.** In addition to all other remedies available to Owner, if Contractor fails to perform or correct work in accordance with the Contract Documents, Owner may immediately order the Work, or any portion thereof, suspended until the cause for the suspension has been eliminated to Owner's satisfaction.

13.1.1 Contractor will not be entitled to an increase in Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

13.1.2 Owner's right to suspend the Work will not give rise to a duty to suspend the Work, and Owner's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

13.2 **Suspension for Convenience.** Owner reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for Owner's convenience, and not due to any

act or omission by Contractor or its Subcontractors. Upon notice by Owner pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work as directed by Owner. The Contract Price and the Contract Time shall be equitably adjusted by Change Order to reflect the cost and delay impact occasioned by such suspension for convenience.

13.3 **Termination for Default.** Contractor may be deemed in default if Contractor refuses or fails to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; to make prompt payment to its employees, subcontractors, or suppliers; disregards laws, regulations, ordinances, rules, or orders of any public agency with jurisdiction over the Project; lacks financial capacity to complete the Work within the Contract Time; or is otherwise responsible for a material breach of contract.

13.3.1 Upon Owner's determination that Contractor is in default, Owner may provide Contractor and its surety written notice of default and intent to terminate the Contract.

13.3.2 Within seven (7) calendar days after notice of intent to terminate for default has been given, unless the default is cured or arrangements to cure the default have been made and memorialized in writing, to Owner's satisfaction, Owner may terminate the Contract by written notice to Contractor with a copy to Contractor's surety.

13.3.3 Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond, within seven (7) calendar days from the date of the notice of termination, Contractor's surety will be deemed to have waived its right to complete the Work under the Contract, and Owner may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that Owner determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by Owner to complete the Work following termination. In addition, Owner will have the right to use any materials, supplies, and equipment belonging to Contractor and located at the Worksite for the purposes of completing the remaining Work.

13.4 **Termination for Convenience.** Owner reserves the right to terminate all or part of the Contract for convenience upon written notice to Contractor. Upon receipt of such notice, Contractor must immediately stop the Work, comply with Owner's instructions to protect the completed work and materials, and use its best efforts to minimize further costs. In the event of termination for convenience, Contractor will be compensated as follows:

13.4.1 For the value of its Work performed to date, including Project overhead and profit;

13.4.2 For demobilization costs, and

13.4.3 Five percent (5%) of the total value of the Work performed as of the date of notice of termination or five percent (5%) of the value of the Work yet to be completed, whichever is less.

The parties agree that this sum constitutes full and fair compensation to Contractor.

13.5 **Provisions Remaining in Effect.** Upon termination pursuant to this Article, the provisions of the Contract Documents remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising prior to the termination date.

Article 14
Miscellaneous Provisions

14.1 **Assignment of Unfair Business Practice Claims.** Pursuant to Public Contract Code Section 7103.5, Contractor and its Subcontractors agree to assign to Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or subcontract. This assignment will be effective at the time Owner tenders Final Payment to Contractor, without further acknowledgement by the parties.

14.2 **Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be amended accordingly.

14.3 **Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by the waiving party.

14.4 **Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.

14.5 **Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that the Contract was awarded by Owner.

SUPPLEMENTAL GENERAL CONDITIONS

1. Authorized Work Days and Hours.

1.1 **Authorized Work Days.** Except as expressly authorized in writing by Owner, Contractor is limited to performing Work on the Project on the following days, excluding holidays observed by the Owner:

Monday – Friday - During the dry season only (April 15th – October 31st)

1.2 **Authorized Work Hours.** Except as expressly authorized in writing by Owner, Contractor is limited to performing Work on the Project during the following hours:

8:00 A.M. – 5:30 P.M.

2. Caltrans Standard Specifications. Within these Contract Documents, any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State Specifications," or "CSS" means the most current edition of Caltrans' Standard Specifications ("Standard Specifications"), or most current amendments thereto on the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Standard Specifications:

2.1 None of the "General Provisions" of the Standard Specifications, i.e., Sections 1 through 9, applies to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

2.2 If there is a conflict or inconsistency between any provision in the Standard Specifications and a provision of these Contract Documents, the provision in the Contract Documents will govern.

2.3 Any reference to the "Engineer" in the Standard Specifications is deemed to mean "Owner" or "Architect/Engineer" or Owner's designated representative.

2.4 Any reference to the "State" in the Standard Specifications is deemed to mean "Owner."

3. Construction Manager Role and Authority. Construction Manager will assist the Owner in the management of the construction of the Project. The Construction Manager may perform services in the areas of supervising and coordination of the work of Contractor and/or other contractors, scheduling the Work, monitoring the progress of the Work, providing the Owner with evaluations and recommendations concerning the quality of the Work, recommending the approval of progress payments to the Contractor, or other such services for the Project in accordance with Construction Manager's contract with Owner.

3.1 **Communications.** Contractor must submit all notices and communications relating to the Work directly to Construction Manager. All pre-bid questions must be submitted in writing to the Architect/Engineer as follows:

Josh Wolf, P.E.
718 Third Street,
Eureka, CA 95501
Josh.Wolf@GHD.com

With copy to the Construction Manager:

Merritt Perry, P.E.
180 Dinsmore Drive
Fortuna, CA 95540
Mperry@ci.fortuna.ca.us

3.2 **On-Site Management and Communication Procedures.** Construction Manager will provide and maintain a management team on the Project site to provide contract administration as an agent of Owner, and will establish and implement coordination and communication procedures among Owner, Architect/Engineer, Contractor, and others.

3.3 **Contract Administration Procedures.** Construction Manager will establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract Documents; shop drawings, samples, and other submittals; schedule adjustments; Change Order proposals; written proposals for substitutions; payment applications; and maintenance of logs.

3.4 **Pre-Construction Conference.** Contractor will attend the Pre-Construction Conference, during which Construction Manager will review the Contract administration procedures and Project requirements.

3.5 **Contractor's Construction Schedule.** Construction Manager will review Contractor's construction schedules and will verify that each

schedule is prepared in accordance with the requirements of the Contract Documents.

4. For Reference Only. Contractor is responsible for the careful review of any document, study, or report appended to the Contract Documents solely for informational purposes and identified as “For Reference Only.” Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. However, Contractor is advised that Owner or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Contractor must promptly notify Architect/Engineer of any perceived or actual conflict between the Contract Documents and any document provided For Reference Only.

5. Maintenance Bond. As a condition precedent to Final Payment, Contractor must provide a Maintenance Bond using the form included in the Contract Documents. The Bond Sum for the Maintenance Bond must be five percent (5%) of the final Contract Price, as defined in the General Conditions.

6. Overhead Cap. Notwithstanding any provision in the General Conditions, Contractor’s recovery of overhead costs for Excusably Delay for Termination for convenience will be capped at two hundred dollars ($200) per day.

PART 4
TECHNICAL SPECIFICATIONS

7/8/2015

TECHNICAL SPECIFICATIONS
Special Provisions to the
Caltrans Standard Specifications, 2010

1.0 GENERAL

A. PROJECT DESCRIPTION

The project includes all work included in the Plans, General Provisions, Technical Specifications, Standard Plans and Standard Specifications, to produce a complete and functional project, as determined by the City of Fortuna.

B. SCOPE OF WORK

Contractor shall provide all materials, supervision, labor, equipment and supplies for construction of the Rohnerville Road STIP & HSIP Project. The project includes but is not limited to: removal of existing asphalt pavement, concrete sidewalk, concrete driveways, concrete curb, concrete curb and gutter, and drainage facilities; and the placement/construction of concrete sidewalk, driveway, bulb outs, curb ramps, curb and gutter, asphalt pavement, pavement striping and markings, signage, enhanced signage, storm drain piping and storm drain inlets.

C. LOCATION OF WORK

The work site is on Rohnerville Road near the intersection of Rohnerville Road and Newell Drive and along Rohnerville Road between Redwood Way and School Street in Fortuna, State of California.

D. OWNER'S AUTHORIZED REPRESENTATIVES

- Merritt Perry, Director of Public Works/City Engineer, City of Fortuna
- Kevin Carter, Deputy Director of Public Works, City of Fortuna
- Michael Johnson, General Services Superintendent, City of Fortuna

Additional authorized representatives will be identified prior to construction.

E. ROAD CLOSURES

1. City of Fortuna
   707-822-5957
2. Fortuna Volunteer Fire Department
   707-725-5521
3. Fortuna Police Department
   707-725-7550
4. California Highway Patrol
   707-268-2000

F. STANDARDS

All work shall adhere to California Department of Transportation (CalTrans) 2010 Standard Specifications and Standard Plans and the Special Provisions contained herein and the latest edition of the California Building Code (CBC), Local, State and Federal regulations, all of which are incorporated into this Contract by reference. If in conflict, the Special Provisions will take precedence.

G. CONFLICTS

Whenever a conflict arises between any of the referenced specifications, the plans take precedence with detail drawings having precedence over State Standard Plans in all cases. The Special Provisions take precedence over the State Standard Specifications.

H. PERMITS AND LICENSES

The Contractor is responsible for obtaining all permits and licenses needed for this project, and paying associated fees.

I. CONTRACTOR'S USE OF PREMISES

1. Public Safety, traffic safety and worker safety shall be maintained in compliance with Federal, State and Local Law. It shall be the applicant's responsibility and liability to comply with all applicable laws including: Cal-OSHA; State Department of Transportation Construction Safety, and the State Construction Safety Orders administered by the State Department of Industrial Relations, available through the State of California. Safety and warning devices shall be installed and maintained for all work within the Public Right of Way, within trenches, excavations, and around obstructions. No Public access shall be permitted under overhead construction work. Traffic control signs, flags, lights and other warning and safety procedures shall conform to these cited State requirements, including the Manual of Traffic Safety in Construction Work Zones published by the State Department of Transportation. Continuous vehicle and pedestrian access shall be maintained unless advanced, written authorization has been provided by the City.

2. No concrete shall be place or poured; or asphalt paving placed; or pipeline trenches back-filled; or structures back-filled until the designated City inspector has made an inspection and the work has been approved. Required inspections must be scheduled at least 24 hours in advance.

3. Access to fire hydrants and public facilities shall be maintained at all times.

4. Refuse, trash, waste materials or unused materials shall be removed from the Public Right-of-Way within 4 hours after completion of work.

5. No street shall be closed without first notifying the following agencies , a minimum of 24 hours in advance :

   - Fortuna Public Works Department: 725-7630
   - Fortuna Building Department: 725-7640
   - Fortuna Police Department: 725-7550
   - Fortuna Fire Department: 725-5021
   - City Ambulance: 725-8020
   - Humboldt County Sheriff's Department: 445-7251
   - California Highway Patrol: 822-5981
   - California Department of Forestry - Fortuna Office: 725-4413

6. The Contractor shall take all reasonable precautions to restrict operations to the least area of work possible and shall not disturb private property beyond the areas of work or easements for the project.

7. The Contractor shall post temporary "No Parking" signs with dates and time restrictions described in work areas a minimum of forty-eight (48) hours prior to commencement of work. However, if the intended work does not commence within 24 hours of the scheduled work, all "No Parking" signs shall be removed from the site unless otherwise directed by the City's Representative. See "Traffic Control" section regarding coordinating work.

8. The Contractor shall provide equipment-staging space at their own expense and shall occur within paved or graveled areas or a designated, previously disturbed corporation yard. No spoils or materials will be permitted to be stored on site.

9. The Contractor shall be cognizant of all utilities that cross the work area and take adequate measures to protect the utilities from damage. The City of Fortuna assumes no liability of the location of utilities marked or otherwise, and the Contractor is encouraged to examine the site and contact the utilities via USA to determine if conflicts exist.

10. The Contractor is responsible for arranging hook-up of temporary power and is responsible for power hookup and power usage costs. It is the Contractor's responsibility to ensure the compatibility of power sources for their equipment.

11. The Contractor is responsible for furnishing and installing all required temporary buildings with sanitary toilets for use of all workmen; comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain in a sanitary condition at all times.

12. **Work is required to occur directly adjacent to the roadside ditch. Prior to working in these areas, the Contractor shall contact the owner to identify and flag any wetlands. The Contractor shall be responsible for protection of wetlands as well as the installation of any additional erosion and sediment controls along the roadside ditch. No work shall occur within the roadside ditch and/or the wetlands without prior, written authorization from the owner.**

13. **The project contains four areas that are adjacent to the site which have been identified on the Hazardous Waste and Substance List (Cortese List). Of this list, there are two open sites listed with potential for contaminants of concern. Excavations near Big Oil and Tire (T0602300260) and Eel River Disposal (T0602300163) shall be restricted to a depth of approximately 20" and within the existing aggregate base depth(s).**

J. DIFFERING SITE CONDITIONS

Attention is directed to Section 4-1.06, "Differing Site Conditions," of the Standard Specifications. During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the "Materials Information," borings, other geotechnical data obtained by the City of Fortuna's investigation of subsurface conditions, or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the City's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 5-1.43, "Potential Claims and Dispute Resolution" of the Standard Specifications and as specified herein; otherwise the decision of the City's Representative shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Technical Data," a review of the borings and other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site.

K. INCREASED OR DECREASED QUANTITIES

Sections 9-1.06 "Changed Quantity Payment Adjustments" of the Standard Specifications is amended as follows:

Section 9-1.06B “Increases of More than 25%.”
This applies to the leveling course and overlay Hot Mix Asphalt items only.

Section 9-1.06C “Decreases of More than 25%.”
This applies to the leveling course and overlay Hot Mix Asphalt items only.

L. WORK SAFETY

The Contractor shall assume sole and complete responsibility for job site conditions for the duration of the project including, but not limited to, the safety and health conditions on the work site. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall comply with all applicable provisions of law including the standards, rules, regulations and orders established by the California Division of Industrial Safety. Contractor shall furnish and use safety devices and safeguards and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the work site safe and healthful. Contractor shall take all steps necessary to ensure that any hazardous condition is corrected promptly either by the Contractor or by assigning such responsibility to the appropriate subContractor and ensuring that the corrections are completed. The City of Fortuna, the engineer-of-record, construction manager and the officers, agents, employees and consultants, shall not have charge of or responsibility for construction or safety means, methods, techniques, procedures, as these are solely the responsibility of Contractor.

M. CONFINED SPACES

For any work that is to take place in a confined space, the Contractor shall comply with all CAL/OSHA regulations concerning entry into confined spaces. Confined space for the purpose of this Article shall mean the interior of storm drains, sewers, vaults, utility pipelines, manholes, reservoirs, and any other such structure which is similarly surrounded by confining surfaces so as to permit the accumulation of dangerous gases or vapors. Tests for the presence of combustible or dangerous gases shall be made with an approved device immediately prior to a worker entering a confined space and at intervals frequent enough to ensure a safe atmosphere during the time a worker is in such a structure. A record of such tests shall be kept at the job site. Sources of ignition, including smoking, shall be prohibited in any confined space until after the atmosphere within the confined space has been tested and found safe. No employee shall be permitted to enter or remain within a confined space until such confined space is free of concentrations of harmful gases, and lack of oxygen, unless the employee is wearing suitable and approved respiratory equipment. Confined spaces that contain or that have last been used as containers of toxic gases, light oils, hydrogen sulfide, corrosives, or poisonous substances, shall, in every case, be tested by means of approved devices or chemical analysis before being entered without wearing approved respiratory equipment. Reservoirs, vessels, or other confined spaces having openings or manholes in the side as well as in the top shall be entered from the side openings or manholes when practicable.

N. RECORD DRAWINGS

Using colored ink, the Contractor shall make changes on a set of clean prints of the contract drawings. Indicate all changes and revisions to the original design that affect the permanent structures/facilities. Reference underground utilities to semi-permanent or permanent physical objects. Reference water, sewer, telephone, and electrical lines to corners of buildings and survey markers. Drawings shall be kept current with all work instructions, change orders and construction adjustments. Drawings shall be subject to the inspection of the City’s Representative at all times. Progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Project record drawings are the property of the City of Fortuna. Prior to acceptance of the work, the Contractor shall deliver to the City one (1) set of neatly marked record drawings, accurately showing all the information required above. Full compensation for furnishing all labor, tools, equipment, material and incidentals and for doing all the work involved with conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

O. SUBMITTALS

General

Submit samples, drawings, and data for the City's approval which will demonstrate fully that the construction, and all materials and equipment to be furnished will comply with the provisions and intent of this specification. Submit all samples, drawings and data, unless specified otherwise, in the quantity required for return to the Contractor, plus three, which the City will retain. Label each sample, naming the project, the source of the material, and the proposed location of use on the project. Restrict each submittal to only one Specification Section or portion thereof. Unless otherwise specifically permitted by the City, make all submittals in groups containing all associated items for complete systems. The City may reject partial submittals as not complying with the provisions of the contract documents.

Specific items to be covered by submittals shall include, but not limited to, the following:

Designation of Authorized Representative	Pavement Markings / Markers / Striping
Traffic Control Plan	Roadside Signs and Posts
Class 2 Aggregate Base	Enhanced Signage
Hot Mix Asphalt Mix Designs	Electrical Conduit & Conductor
Concrete Mix Design	Electrical Pull box
Concrete Reinforcement	Water Meter Boxes
Detectable Warning Surface	Fire Hydrants and Accessories
Filter Fabric	Non-woven Geotextile Fabric
Storm Drain Pipe and Fittings	Sidewalk Underdrain
Drain Inlets	Buy America Certificate

Where the specifications indicate that the Contractor must follow manufacturer's instructions for installation of materials or equipment, those instructions shall be submitted to the City of Fortuna prior to the start of work whether or not instructions are listed specifically as a submittal. When referenced, the manufacturers printed installation instructions shall have the same effect as if printed in the contract documents. Make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work. Make all shop drawing prints in blue or black line on white background. Reproductions of City of Fortuna's drawings are not acceptable. The Contractor shall not use red color marks on submittals. Duplicate all marks on all copies submitted and ensure marks are photocopy reproducible. Include legible scale details, sizes, dimensions, performance characteristics, capacities, test data, anchoring details, installation instructions, storage and handling instructions, color charts, layout drawings, parts catalogs, rough-in diagrams, wiring diagrams, controls, weights, and other pertinent data. Provide, at a minimum, the detail provided in the Contract Documents.
Prior to submittal for City's review, use all means necessary to fully coordinate all materials, including the following procedures:

1. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
2. Coordinate as required with all trades and with all public agencies involved.
3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.

The Contractor shall make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery. In scheduling, allow at least five (5) calendar days for the City's review, plus the transit time.

At least one copy of each submittal will be returned to the Contractor marked "No Exceptions Taken", “Make Corrections Noted”, “Revise and Resubmit”, or "Rejected." Submittals marked "No Exceptions Taken” or Make Corrections Noted" need not be resubmitted, but the notes shall be followed. If a submittal is rejected, it will be marked to indicate what is unsatisfactory. Resubmit revised drawings or data as indicated, in number of copies specified above.

Approval of each submittal by the City will be general only and shall not be construed as:

1. Permitting any departure from the contract requirements.
2. Relieving the Contractor of the responsibility for any errors and omissions in details, dimensions, or of other nature that may exist.
3. Approving departures from additional details or instructions previously furnished by the City.
4. Relieving the Contractor from verifying all field conditions and dimensions.

Any submittals which are returned to the Contractor for resubmittal due to incompleteness or noncompliance more than once will cause additional review time and expense for the City of Fortuna. The Contractor shall reimburse the City of Fortuna for all costs associated with the third and subsequent review of any submittals. The City of Fortuna reserves the right to deduct resubmittal review costs from amounts due the Contractor.

The contract is based on the materials, equipment, and methods described in the contract documents. Any proposed substitutions by the Contractor are subject to the City's approval. The City will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data, and all other information required by the City to evaluate the proposed substitution. Requests for substitutions shall be accompanied by a cover letter stating the reason for the substitution and any cost difference between the specified and proposed material. Any deviations from the plans and specifications shall be clearly identified on the submittal.

Certificate of Compliance
Certificates of Compliance may be required for any material incorporated into the project at the City’s sole discretion.

Form of Submittal
Before submitting materials, Contractor shall provide the City a proposed submittal form for the City’s review and approval or the Contractor shall use the sample form designated by the City.

Contractor shall completely identify each submittal and re-submittal by using the form approved by the City’s Representative and number submittals consecutively beginning with 1. Re-submittals shall retain the original number with an added suffix starting with "A." Said form shall include the name of the City’s Representative and the Project Name. It shall also clearly indicate the Item Description, Manufacturer, Specification Section Reference and Drawing Sheet Number(s) Reference. All submittals shall be certified by the Contractor for completeness and for compliance with the contract documents with the following Certification:

I hereby certify that all material submitted has been checked for completeness, for correctness, and for compliance with the drawings and specifications, that field dimensions and conditions have been verified, and that exceptions, if any are clearly noted. Allow a 3” x 4” space on the form for the City’s Submittal Stamp. Transmit all submittals to City’s designated representative.

Measurement and Payment
Attention is directed to Section 9 “Payment” of the Standard Specifications and these Special Provisions.

When the bid schedule or Engineer’s estimate does not contain a pay item for work shown in the plans or called for in the Contract Documents, no direct payment for work will be made, but the

work will be considered paid under other contract items. Items of work or other services which the Contractor is required to supply, such as clean-up or other incidental items, and which are not listed as separate bid items shall be included in the related bid items and shall be considered as paid in those items, whether or not specifically identified in the descriptions. Also included in such contract costs are any costs associated with the repair of damage, which may occur to existing improvements as a result of these construction operations. No additional compensation will be allowed therefor.

Unless otherwise specified, measurement for work is in place, complete, and accepted.

The contract price paid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved as detailed in the Standard Specifications, these Special Provisions, and the plans. No additional compensation will be allowed therefor.

2.0 ORDER OF WORK AND PROGRESS SCHEDULE

Attention is directed to Section 8 “Prosecution and Progress” of the Standard Specifications and these Special Provisions.

A. The first order of work will be for the Contractor to prepare and submit a Work Plan, Schedule, Public Notifications, Traffic Control Plan, and Submittals, for review and acceptance by the City of Fortuna.

   The Contractor shall allow ten (10) working days each for the City’s Representatives’ review of the above submittals which will be counted concurrently if all items are submitted simultaneously.

   No work may begin under the Contract until the Public Notices, Work Plan, Schedule, and Traffic Control Plan have been approved by the City. Time required for review and approval of these items shall not constitute a basis for Contract time extension.

B. The second order of work shall be the distribution of approved public notices by the Contractor no later than 72 hours in advance of the work as noted on the plans and in accordance with the noticing requirements in the “Traffic Control,” section and elsewhere in these Special Provisions. Public notification(s) shall be sent by the Contractor to all affected residents, utility companies, school districts, fire districts, US Postal Service, and police/sheriff directly involved in this project. Contractor shall provide a copy of the public notification distribution list to the City of Fortuna for review and approval.

C. The third order of work, prior to commencing work, shall include obtaining an Underground Service Alert (USA) utility locate.

D. The fourth order of work shall include implementing traffic control devices.

E. The fifth order of work shall include the installation of water pollution control BMP’s.

F. The sixth order of work shall include clearing and grubbing, the removing of existing asphalt pavement, striping and markings, and the demolition of existing concrete facilities.

G. The seventh order of work shall include grading/excavation for new curbs, curb and gutters, sidewalks, curb ramps, pedestrian refuge, driveways, roadway widening, enhanced signage foundation, retaining wall, and the installation of storm drainage facilities.

H. The ninth order of work shall include completing construction of curbs and gutters, sidewalks, curb ramps, pedestrian refuge, driveways, enhanced signage foundation, and retaining wall.

I. The tenth order of work shall include the preparation of asphalt concrete structural section including subgrade and base preparation at new roadway areas, landscaping, and placement of asphalt concrete surface on roadway.

J. The eleventh order of work shall include placement of pavement markings, striping, markers, signage, and enhanced signage.

K. The twelfth order or work shall include removal of traffic control.

L. The thirteenth order or work shall include removal of water pollution control BMP's (after 70% growth has been deemed to be established by the City). Additional traffic control may be necessary if this work takes place after the initial traffic control has been removed.

The Contractor shall prepare and submit a work plan and progress schedule in accordance with Section 8-1.02 "Schedule" of the Standard Specifications and in a form provided by, or acceptable to the City of Fortuna. The above items shall clearly disclose the Contractor's proposed procedures and methods of operation, and identify the Contractors proposed schedule for road closures. The Progress Schedule will be reviewed for accuracy weekly. Any modifications to the Progress Schedule shall be submitted to the City of Fortuna in writing. Modifications to the Progress Schedule will not constitute approval for a work schedule extension.

The Contractor shall submit a weekly schedule, separate from the entire project schedule, which shall clearly show where and at what time the Contractor anticipates working. This separate weekly schedule shall be suitable for publishing in the local paper. A digital version and paper copy of the separate weekly schedule shall be submitted to the City of Fortuna no later than Wednesday preceding the work week. The City of Fortuna shall have the right to publish part or this entire schedule on the City of Fortuna web page or in local publications.

Measurement and Payment
Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made.

3.0 EXISTING FACILITIES

Attention is directed to 5-1.36D "Non-highway Facilities" of the Standard Specifications and these Special Provisions.

It is not the intent of the plans to show exact locations of existing utilities, and the City of Fortuna assumes no responsibility therefor. The Contractor shall be responsible for verifying their actual location and depth in the field. Where excavation is anticipated, the Contractor shall notify Underground Service Alert at (800) 642-2444 prior to excavation. It should be understood that various utilities are indicated on the Plans to show only the approximate location and must be verified in the field by the Contractor. It may be expected that there will be variation in location from that as shown on the Plans to the actual location. Actual location can best be determined in the field after pre-marking by the various utilities affected. The various utilities will cooperate with the Contractor to endeavor to familiarize the Contractor with all known underground utilities obstructions, but this will not relieve the Contractor from assuming full responsibility in anticipating and locating their actual location with respect to utilities which the Contractor must locate and identify under the provisions hereof.

A. Gas and Electric
PG&E provides the gas and electrical service in the project area. It should be noted that where overhead service to an existing structure does not exist, then underground power service shall be assumed to exist. PG&E can be contacted at (800) 743-5000.

B. Telephone
AT&T maintains telephone lines in the project area. AT&T can be contacted at (707) 445-4069.

C. Cable Television
Suddenlink Communication maintains cable television lines in the project area. Suddenlink can be contacted at (877) 443-3127.

D. Roads and Streets
The City of Fortuna Public Works has jurisdiction over roads and streets within the public right-of-way. They may be contacted at (707) 725-7650.

E. Sewer
The City of Fortuna Public Works provides sanitary sewer facilities in the project area. They may be contacted at (707) 725-7650.

F. Water
The City of Fortuna Water Department supplies domestic water in the project area. They may be contacted at (707) 725-7650.

Measurement and Payment
Full compensation for protection of existing utility facilities shall be considered as included in the various bid items and no separate payment will be made.

4.0 HAZARDOUS WASTE AND CONTAMINATION

General
Attention is directed to the provisions in Section 14-11 “Hazardous Waste and Contamination”, of the Standard Specifications, and these Special Provisions.

In accordance with Section 7104 of the State Public Contract Code, if the work contemplated hereunder involves digging trenches or other excavations that extend deeper than 20” below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (ii) Subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described herein. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for herein, but shall proceed with all Work to be performed hereunder. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the City and Contractor.

Construction
Although the Project is not expected to encounter hazardous materials, certain measures would be implemented to prevent exposure and/or ensure safe handling of hazardous materials. Near the area where open sites remain, the Project would restrict excavation depth in this area to approximately 20 inches and within the existing aggregate base depth(s), and therefore construction is not expected to encounter contaminated soil.

There are no signs of hazardous materials in the City's right-of-way, and the potential for hazardous materials in the construction area appears to be low. However, prior to project construction, a Soil Management Plan shall be prepared to ensure the safe handling of hazardous materials if contaminated soil is unexpectedly encountered. Elements of the plan shall include:

- Measures to address hazardous materials and other worker health and safety issues during construction, including the specific-level of protection required for construction workers.
- Provisions for excavation of soil, stockpiling, and dust control measures.
- Measures to prevent off-site migration of contaminated soil.
- Location and final disposition of all soil removed from the site.
- All other necessary procedures to ensure that excavated materials are stored, managed, and disposed of in a manner that is protective of human health and in accordance with applicable laws and regulations.

In addition, the City's Public Works Department oversees all placement of traffic road markings on the streets of Fortuna. The City is currently and has been using lead-free yellow and white thermoplastic road markings since 2006. Rohnerville Road from Redwood Way south to First Street was last striped in 2009. Therefore, the City believes that the striping would not contain lead. However, if the existing road markings are lead based, the amount of thermoplastic generated during the grinding and removal of the asphalt concrete wearing surface would be below thresholds of concern when the asphalt concrete grindings are created thus producing safe material for disposal and/or reuse. Furthermore, contract specifications require the contractor to follow dust mitigation requirements and ordinances during asphalt concrete grinding operations.

Measurement and Payment
Notification and initial coordination with the City regarding material that is believed to be potentially hazardous (as described above) and preparation of the Soil Management Plan shall be considered as included in the various bid items and no separate payment will be made. If hazardous waste or contaminated material is found that requires disposal, a change order for the additional work will be issued in accordance with this contract.

5.0 PRESERVATION OF PROPERTY

General
Attention is directed to the provisions in Section 5-1.36 "Property and Facility Preservation", of the Standard Specifications, and these Special Provisions.

The Contractor will make a thorough investigation of the job site and size equipment accordingly. The Contractor shall select equipment to avoid damaging existing facilities, which include, but are not limited to: street paving, pipes, traffic controls, sidewalks, plants and trees, landscaping, curbs and gutters, retaining walls, drainage facilities, fencing etc. The Contractor shall restore any damage to the existing facilities to the satisfaction of the City or owner. Restoration costs shall be the sole responsibility of the Contractor and shall be at no cost to the City or Owner.

Measurement and Payment
Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made**.**

6.0 MOBILIZATION/DEMOBILIZATION

General
Attention is directed to the provisions in Section 9-1.16, "Progress Payments" and Section 9-1.17, "Payment After Contract Acceptance" of the Standard Specifications, and these Special Provisions.

Mobilization and Demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site. Also included are final site cleanup, removal of all unused construction waste and demobilization of equipment from the site.

Measurement and Payment
Payment for Mobilization/Demobilization shall be made on a lump sum basis. This work covers all Contractor costs and effort associated with mobilizing equipment, materials, and labor to the project site as well as demobilization of same for both the base bid schedule and any additive bid schedules if awarded. Items covered by this include, but are not limited to, bonds, insurance, contracting and administrative costs, costs associated with temporary facilities and utilities, punch list items, repairs of damaged property, site cleanup, and project maintenance and warranty. Payment for mobilization/demobilization will be paid for as "Mobilization/Demobilization." Partial Payments will be made in accordance with the following:

Percent of Original Contract Amount Earned	Allowable Percentage of Lump Sum Price for the Item
5%	10%
10%	25%
25%	50%
50%	75%
75%	90%
100%	100% (Contract Acceptance)

7.0 STATIONARY MOUNTED CONSTRUCTION AREA SIGNS

General
Stationary-mounted construction area signs shall be furnished, installed at locations shown on the plans, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions. In addition, attention is directed to Sections 7-1.03 "Public Convenience", 7-1.04 "Public Safety" of the Standard Specifications, in so far as they may apply, and the following Special Provisions.

All stationary-mounted construction area signs shall be provided by the Contractor, and shall remain the Contractor's property after the completion of the contract.

Materials
Sign substrates for stationary-mounted construction area signs shall comply Section 12-3.06B(1) and 12-3.06B(2) of the Standard Specifications.

The base material of construction area signs shall be aluminum sheeting.

Construction
All excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

The provisions in this section will not relieve the Contractor from their responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications.

Measurement and Payment
Stationary-Mounted Construction Area Signs as shown on the plans, except those signs required for lane and road closures and unless otherwise specified, will be paid for on the unit basis for each individual sign system installed. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing construction area signs, erecting or placing, maintaining (including covering and uncovering as needed) and, when no longer required, removing construction area signs at the locations shown on the plans. Payment for stationary mounted construction area signs shall be paid for as "Construction Area Signs."

8.0 TEMPORARY TRAFFIC CONTROL

General
The Contractor shall refer to the current California Manual of Uniform Traffic Control Devices, and shall furnish, erect, maintain and remove all necessary signs and devices during the length of this contract.

The applicable sections of Section 7-1.03 "Public Convenience", Section 7-1.04 "Public Safety", and Section 12, "Temporary Traffic Control", and Section 12-1.03 "Flagging Costs" regarding flagging costs are further revised to provide that all flaggers shall be provided by the Contractor at his expense. Flaggers shall be properly equipped and trained in accordance with "Instructions to Flaggers," published by the California Department of Transportation.

The Contractor is responsible for developing and submitting to the City of Fortuna a Traffic Control Plan for review and approval prior to commencement of construction activity.

Materials
Portable construction area signs shall comply Section 12-3.06B(1) and 12-3.06B(3) of the Standard Specifications.

The base material of construction area signs shall be aluminum sheeting.

Construction
Maintaining Traffic
Public traffic shall be maintained on public roadways adjacent to the work, except during short temporary delays (5 minutes per hour maximum closure) when proper signage and flagmen are provided as necessary to complete the work. Any road closures shall be approved in advance by the Engineer.

Contractor shall expedite the passage of public and private traffic through and around the work except as specified above. The Contractor shall furnish and install signs, detours, lights, flares, barricades, and shall furnish flagmen and other facilities for the convenience and direction of public traffic.

The contractor is responsible for site security and safety throughout the project and shall maintain appropriate barricades, K-rail and other features as needed to protect the work site and public safety.

All temporary signs and warning devices, including warning signs placed beyond the limit of work, shall be provided by the Contractor and shall become the Contractors property after completion of the contract.

Prior to the start of work, the Contractor shall provide the City of Fortuna with a Traffic Control Plan. During the contract period, the Contractor shall coordinate their activities daily with the City of Fortuna and make every effort to minimize the disruption of normal traffic and parking. Traffic Control Plan shall include temporary traffic control for pedestrian access around the work being performed.

The Contractor shall post temporary NO PARKING signs as described in the “GENERAL” section of these Special Provisions. Written notice shall be approved by the City prior to any posting. It shall be the responsibility of the Contractor to maintain signs and barricades overnight and on weekends and until the completion of the contract. It will be the responsibility of the Contractor to arrange for the towing and removal of any vehicles which have not been removed by the owner and which interfere with any operations

At the end of any working day when work operations have obscured existing traffic striping, the striping shall be restored via reflective painting, markers or other interim materials subject to the approval of the City of Fortuna.

At the end of each day’s work, and at other times when construction operations are suspended, all equipment and other obstructions shall be removed from that portion of roadway open for use by public traffic.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

Public Convenience

Contractor shall conduct his operation as to offer the least possible obstruction and inconvenience to the public, and he shall have under construction no greater amount of work than he can prosecute properly with due respect to the rights of the public. The contractor shall notify all affected parties a minimum of two weeks prior to any road or driveway closures.

The Contractor shall provide pedestrian access to homes/residences at all times. The Contractor shall be prepared to remove closures and provide emergency vehicle access at all times. The Contractor will not be entitled to compensation for the delays of work resulting from a closure needing to be opened in order to provide emergency vehicle access.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including sections closed to public traffic.

Detours

Under no circumstances shall traffic on any street be held up more than five minutes per hour at any one time. The contractor may coordinate with property and business owners to schedule work so that longer delays do not adversely affect residents or business owners to their satisfaction. In addition, Contractor shall give personal notice to all affected property owners as specified above under Public Convenience. Before closing any street to through traffic, Contractor shall obtain prior approval from the Engineer 7 calendar days in advance of closure. Contractor shall at all times provide access to public facilities such as schools, etc. and make provisions for passage of emergency vehicles. Pedestrian detours shall follow the requirements of accessible pedestrian routes per the California MUTCD.

Measurement and Payment

Measurement and payment for this item shall be on a lump sum basis. The contract price shall include full compensation for furnishing all labor (including flagging costs), materials, tools, equipment, and incidentals, and for doing all the work involved including but not limited to: notifications, placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system as shown on the plans, including portable construction area signs, as specified in the Standard Specifications and these Special Provisions, and as directed by the City’s Representative.

Payment for temporary traffic control shall be paid for as “Traffic Control.” Partial Payments will be made therefore in accordance with the following:

Percent of Original Contract Amount Earned	Allowable Percentage of Lump Sum Price for the Item
5%	10%
10%	25%
25%	50%
50%	75%
75%	90%
100%	100% (Contract Acceptance)

Stationary-mounted construction area signs are measured and paid separately under “Construction Area Signs.”

9.0 CONSTRUCTION STAKING

General
This work shall consist of furnishing and setting construction stakes and marks by the Contractor to establish the Right-of-Way in addition to the lines and grades required for the completion of the work as shown on the plans and as specified in the Standard Specifications and these Special Provisions.

Construction
The layout and establishment of grades shall be made by the Contractor. Two-dimensional Computer Aided Design (CAD) files will be available and provided to the contractor upon request. The CAD files may be used to facilitate layout however, the Contractor is responsible for verifying dimensions and accuracy with the hard copy set of plans that have been released for construction.

Grades and elevations shall be as indicated on the plans. Elevations not specifically provided shall be established based on the existing conditions, with respect to the relative grades and dimensions identified in the typical sections, details and/or current code requirements. Supplemental grading information will be available and provided to the contractor upon request.

The layout and grades shall be reviewed by the City’s Representative prior to the placement of concrete.

All other specifications, including the requirements in Section 5-1.26, "Construction Surveys," of the Standard Specifications, which require the establishment of lines and grades by the City’s Representative, shall not apply to this contract.

Construction stakes and markings shall be removed from the site of the work when no longer needed.

Measurement and Payment
Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made**.**

10.0 MATERIALS TESTING AND QUALITY CONTROL

General
Contractor shall schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor shall provide timely notice to all necessary parties as specified in the Contract Documents. Owner shall bear the initial cost of testing to be performed by independent testing consultants retained by Owner. However, Contractor shall be responsible for the costs of any subsequent tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs. Prior to any removal, reconstruction or rework of any work item already

incorporated into the project, the Contractor shall first obtain the approval of the City of Fortuna as to the Contractor's proposed methods for removal, reconstruction, or rework.

In addition, if any portion of the work, which is subject to testing, is covered or concealed by Contractor prior to testing, Contractor shall bear the cost of making that portion of the Work available for the testing required by the Contract Documents, and any associated repair or remediation costs.

All materials, equipment, and workmanship used in the Work shall be subject to inspection by Owner's Inspector at all times and locations during construction and/or fabrication. All manufacturers' application or installation instructions shall be provided to the Inspector at least ten (10) calendar days prior to the first such application. Contractor shall, at all times, make the Work available for inspection. Any Work that fails to comply with the requirements of the Contract Documents shall be promptly repaired, replaced, or corrected by Contractor, at Contractor's sole expense. In addition, if any portion of the Work is improperly covered or concealed by Contractor prior to inspection, Contractor shall bear the cost of making that portion of the Work available for inspection, and any associated repair or remediation costs.

If required off-site testing and/or inspection must be conducted at a location more than fifty (50) miles from the Project site, Contractor shall be responsible for the additional travel costs required for testing and/or inspection at such locations.

Contractor shall be solely responsible for any delay occasioned by remediation of noncompliant Work.

The Contractor shall be responsible for controlling the quality of the materials incorporated into the work and of the work performed, and shall cooperate with the City of Fortuna for necessary sampling requested by the City for material testing per the City's Quality Assurance Program (QAP).

Testing Frequencies
The frequency of sampling and testing shall be in accordance with the City's approved Quality Assurance Program (QAP), which is available for review upon request.

Measurement and Payment
Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made**.**

When initial tests indicate non-compliance with the Contact Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory and the cost thereof shall be paid by the Contactor.

11.0 WATER POLLUTION CONTROL & SWPPP

General
Attention is directed to Section 13 "Water Pollution Control" and Section 21 "Erosion Control" of the Standard Specifications and the these Special Provisions. The Contractor shall implement best management practices (BMPs) to protect coastal waters from pollution with sediments, fuels, oils, and other harmful materials.

The project shall comply with the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ, Order No. 2010-0014-DWQ, Order No. 2012-0006-DWQ and NPDES No. CAS000002).

Prior to bidding, the City has prepared a storm water pollution prevention plan (SWPPP) (including an Erosion and Sediment Control Plans) and is available upon request. Prior to starting construction, the City will file a Notice of Intent (NOI) to obtain coverage under the State Water Resources Control Board (SWRCB) Construction General Permit (CGP).

The Contractor shall be responsible for complying with the regulations and implement the BMPs presented in the SWPPP. The Contractor is responsible for complying with the requirements of the SWPPP including but not limited to: implementation and maintenance of BMP's and correcting any deficiencies identified by the City's Representative, the RWQCB, or the SWRCB at the Contractors expense.

The SWPPP shall remain on site for the full duration of the work. The Contractor shall review and abide by the instructions contained in the SWPPP.

The Contractor shall be liable for any fines issued to the project or to the City by the RWQCB, SWRCB for noncompliance. The Contractor shall hold City and City's consultants harmless for any fines or sanctions caused by the Contractor's actions or inactions regarding compliance with the permits or erosion control provisions of the Contract Documents and SWPPP.

Construction
Water pollution control work shall conform to the requirements in the SWPPP prepared for this project and the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, latest edition.

The Contractor shall become fully informed of, and comply with the applicable provisions of the Handbook and Federal, State and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the City and made part of the contract, it is expressly agreed that the City assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.
The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the SWPPP and applicable provisions of the Handbook and Federal, State and local regulations. For the purposes of this paragraph, costs and liabilities include but are not limited to fines, penalties and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

If measures being taken by the Contractor are inadequate to control water pollution effectively, the City's Representative may direct the Contractor to revise the operations and the water pollution control measures. No further work shall be performed until the water pollution control measures are adequate as determined by the City's Representative.

Measurement and Payment
The contract lump sum price paid for Water Pollution Control includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work necessary to complying with the SWPPP, including providing a WPC manager, conducting water pollution control training, final stabilization (hydroseeding/seed and mulch), monitoring, implementing, maintaining, and correcting water pollution control practices and doing all other work as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the City. Payment for water pollution control shall be paid for as "Water Pollution Control." Partial Payments will be made in accordance with the following:

Percent of Original Contract Amount Earned	Allowable Percentage of Lump Sum Price for the Item
5%	10%
10%	15%
25%	30%

50%	55%
75%	80%
100%	100% (Contract Acceptance)

12.0 DUST CONTROL

General
Dust control shall conform to the provisions in Section 14-9.03, "Dust Control," of the Standard Specifications and these Special Provisions.

Construction
The following on-site mitigation measures shall be implemented for the duration of clearing and grubbing, demolition, excavation, concrete and paving activities to control dust:

- Trucks hauling dirt or other loose materials that exceed the top of the sides of the bed shall be covered.

- A water truck shall be available as needed to prevent a dust nuisance or as directed by the City's Representative.

This list is not inclusive and Contractor is responsible and liable for controlling dust at all times from all activities in the project area.

Measurement and Payment
Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

13.0 TEMPORARY SHORING AND EXCAVATION SAFETY

General
Attention is directed to Section 7-1.02K(6)(b), "Excavation Safety," of the Standard Specifications and these Special Provisions. Contractor shall comply with Labor Code § 6705 while excavating. For an excavation 5 feet or more in depth, submit shop drawings for a protective system.

Construction
Temporary support shoring, temporary bracing, and protective covers if required, shall be designed and constructed in conformance with the provisions in Section 15-4.01C(2)(b), "Protective Covers," and Section 48 "Temporary Structures," of the Standard Specifications.

Temporary construction excavations and structures shall conform to the regulations of the State of California, Department of Industrial relations, Division of Industrial Safety or other stricter governing regulations. The stability of temporary cut slopes, such as those constructed during the installation of the walls shall be the responsibility of the Contractor. The temporary cut slopes shown on the plans are considered maximum slopes; however, depending upon site conditions the Geotechnical Engineer may allow steeper temporary cut slopes. If the Contractor elects to use temporary shoring, the Contractor shall submit a temporary shoring plan to the City prior to commencing the work. The design submittal shall be prepared by a Civil Engineer registered in the State of California and shall address all aspects of the design, installation, and removal of the shoring system.

Measurement and Payment
Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

14.0 CLEARING AND GRUBBING

General
Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications. Site clearing, grubbing, and stripping should be conducted during dry-weather conditions only, unless approved in advance by the City.

Construction
Clearing and grubbing shall include, but not be limited to, the removal from the areas of work all weeds, trees, debris, concrete rubble, vegetation including roots and stumps as necessary to accommodate construction operations, or as directed by the City's Representative. In addition, minor clearing of trash and debris may be necessary for within the limits of work.

Vegetation and organic material should be cleared and stripped of the upper few inches containing organic matter. Soil containing more than two percent by weight or organic matter should be considered organic. Actual stripping depth may be determined by the City's Representative in the field at the time of stripping. The strippings shall be removed from the site.

Measurement and Payment
The lump sum price paid for Clearing and Grubbing shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work as stated herein and shown on the plans including but not limited to removal and disposal of trash, concrete rubble, vegetation, trees, sod, roots, weeds and other debris, pruning of existing vegetation as specified herein and as directed by the City's Representative. Payment for clearing and grubbing shall be paid for as "Clearing and Grubbing."

15.0 DEMOLITION OF EXISTING FACILITIES

General
The work performed in connection with various existing facilities shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

Construction
Existing concrete structures, drainage inlets, pipe culverts, waterlines, signs, posts, striping, markings, pavement markers, and other miscellaneous items where specified on the plans shall be removed and disposed or salvaged, in accordance with the provisions of Section 15 of the Standard Specifications. All material removed shall be considered the property of the Contractor and shall be removed and disposed of in accordance all applicable laws at the Contractor's expense. Demolished materials shall be disposed of outside the right of way in accordance with the Standard Specifications and applicable regulations. Before disposing material on non-City property, the Contractor shall follow the requirements in Section 5-1.20B(4) "Contractor-Property Owner Agreement." The Contractor shall restore at their expense all landscaping including sod, irrigation lines, miscellaneous concrete and/or other item of work to preconstruction status, in like kind or better, damaged by their operations.

Measurement and Payment
The contract lump sum price paid for demolition of existing facilities shall include furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in removing, disposing and salvaging concrete structures, drainage inlets, pipe culverts, waterlines, water valves, signs, posts, striping, markings, pavement markers, and other miscellaneous items where specified on the plans including necessary sawcut, as shown on the plans, as specified herein and in the Standard Specifications and as directed by the City's Representative. Payment for demolition of existing facilities shall be paid for as "Miscellaneous Demolition and Removal."

16.0 REMOVE CONCRETE AND ASPHALT CONCRETE SURFACING

General
Existing asphalt concrete pavement shall be removed at the locations and to the dimensions shown on the plans and shall conform to the provisions in Section 15 “Existing Facilities.”

Construction
Prior to removing concrete and asphalt surfacing, all utility covers shall be marked and identified to avoid causing damage to the lid or frame. Contractor will be responsible for maintaining any temporary asphalt fill material over these facilities until the final paving surface is installed.

If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:200 (Vertical: Horizontal) or flatter to the level of the planed area.

All material removed shall be considered the property of the Contractor and shall be removed and disposed of in accordance all applicable laws at the Contractor’s expense.

The material planed or removed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be disposed of in accordance with the Standard Specifications and applicable regulations. Before disposing material on non-City property, the Contractor shall follow the requirements in Section 5-1.20B(4) “Contractor-Property owner Agreement.”

The Contractor shall take all necessary measures to avoid the dispersion of dust. Attention is directed to Subsection 14-9.03, "Dust Control," of the Standard Specifications and these Special Provisions.

Measurement and Payment
Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

17.0 COLD PLANE ASPHALT CONCRETE

General
Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans and shall conform to the provisions in Section 15 “Existing Facilities.”

Cold planing shall include all work necessary to remove existing asphalt to a predetermined depth as indicated on the drawings or these specifications. The work includes, but is not limited to, removal of the existing pavement on existing gutters, removal of pavement to limits indicated on the plans, adjusting miscellaneous utilities, conform grinds and cleaning and disposal of debris. Full width grinding shall also be performed on sections of intersecting streets as indicated on the plans.

Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

The machine used for planing shall have performed satisfactorily on similar work and shall meet the following requirements herein.

The planing machine shall be specifically designed and built for the planing of bituminous pavements without the addition of heat. Cold planing machines shall be equipped with a cutter head not less than 30 inches in width and shall be operated so that no fumes, dust or smoke will be produced.

The machine shall be capable of removing the paving material next to curbs or gutters and be designed such that the operator thereof can at all times observe the planning operation without leaving the controls.

Construction
Prior to cold planing, on streets to have a uniform depth of the existing surface removed, all utility covers shall be lowered such that the cutting teeth of the planing machine passes over the adjusted lid without causing damage to the lid or frame. Contractor will be responsible for maintaining any temporary asphalt fill material over these facilities until the final paving surface is installed. The Contractor shall clearly mark or reference lowered utility covers in case emergency access is required by the agency responsible for operation of the utility system.

The depth, width, and shape of the cut shall be as shown on the typical cross sections or as designated by the City's Representative. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 0.15-foot will not be allowed between adjacent lanes open to public traffic.

Pavement to be cold planed may contain existing pavement fabric.

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:200 (Vertical: Horizontal) or flatter to the level of the planed area.

During the cold planing operation, the Contractor shall sweep the roadway with mechanical equipment and remove all loosened material from the project site until completion of the removal work. In addition to removing the cold planned asphalt concrete, the Contractor shall remove any slurry seal or asphalt concrete which is adhered to the top of the adjacent gutter or cross gutter.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be disposed of in accordance with the Standard Specifications and applicable regulations. Before disposing material on non-City property, the Contractor shall follow the requirements in Section 5-1.20B(4) "Contractor-Property owner Agreement." Removal operations of cold planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by the City's Representative.

The Contractor shall take all necessary measures to avoid the dispersion of dust. Attention is directed to Subsection 14-9.03, "Dust Control," of the Standard Specifications and these Special Provisions.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of in accordance with the Standard Specifications and applicable regulations. Before disposing material on non-City property, the Contractor shall follow the requirements in Section 5-1.20B(4) "Contractor-Property owner Agreement."

Operations shall be scheduled so that not more than 7 calendar days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

Measurement and Payment
Cold plane asphalt concrete pavement to the depth shown on the plans will be measured based on a square yard basis. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans. The contract price paid per square yard for cold plane asphalt concrete pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and disposing of planed material, including removing and disposing of existing pavement markings and pavement markers, and furnishing the asphalt concrete for constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in the Standard Specifications and these Special Provisions and as directed by the City's Representative. Payment for cold planning asphalt concrete shall be paid for as "Cold Plane Asphalt Concrete – Conform Grinding."

18.0 EARTHWORK

General
Excavation and embankment shall conform to the provisions in Section 19 "Earthwork," of the Standard Specifications, these Special Provisions, and the project geotechnical technical memorandum (dated January 23, 2015) by LACO & Associates (available upon request). Earthwork activities should be conducted during dry-weather conditions only, unless approved in advance by the City.

A screened undertaking was performed and it was determined that the project has no potential to affect cultural or historic resources. However, if buried cultural remains are discovered during construction, all work shall halt in the area until a qualified archaeologist can assess the significance of the find. If human remains are unearthed during construction, State Health and Safety Code §7050.5 states that no further disturbance shall occur until the origin and disposition of the remains is determined by the County Coroner.

Materials
Embankment material shall be from excavations or from local sources on the jobsite. Imported borrow is not anticipated but if necessary, shall comply with Section 19-7 "Borrow Material" of the Standard Specifications.

Construction
Excavation consist of all excavation (cut) necessary for the grading and construction of curbs, gutters, sidewalks, and roads, staging area connections, slope rounding, benching, planters, rain gardens, and ditches regardless of the nature or characteristics of material encountered during construction. Excavation also includes the removal of existing sub-base, and base as well as subgrade preparation.

The upper 6 inches of subgrade shall be scarified and recompacted to a minimum of 95 percent relative compaction in accordance with the City of Fortuna's QAP.

The City's Representative may require the Contractor to demonstrate compliance with subgrade requirements by proof rolling (in addition to compaction testing), which shall be conducted with a fully loaded 10 yard dump truck with a minimum rear axle load of 8 tons or equivalent. The subgrade surface should provide a firm and unyielding surface under the load of the dump truck. Unsuitable soils identified during proof rolling shall be removed and replaced in accordance with this section.

Embankment (fill) construction includes:
1. Preparing areas to receive embankment material
2. Placing and compacting embankment material including:
    a. Suitable material within roadway areas where unsuitable material has been removed
    b. Material in holes, pits, and other depressions within the roadway and trail areas

All embankment fill material shall be compacted to a minimum of 90 percent of the maximum dry density except for the upper 6" beneath a concrete or asphalt surface. This material shall be compacted to a

minimum of 95 percent. A qualified Field Technician retained by the City shall be present to observe fill placement operations and to perform field density tests at random locations throughout the fill to confirm that the specified relative compaction is being achieved by the Contractor. The structural fill should be placed in loose lifts (less than approximately 8-inches-thick) on a prepared subgrade.

Unrestrained cutslopes should be sloped at 2:1 (Horizontal : Vertical) or flatter.

Before disposing of any excess material, the Contractor shall follow the requirements in Section 5-1.20B(4) “Contractor-Property owner Agreement.”

Measurement & Payment
Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

19.0 ASPHALT CONCRETE SURFACE REPLACEMENT

General
This work shall consist of removing existing asphalt concrete surfacing and necessary underlying base material and replacing the removed material with new asphalt concrete as identified in the field and in conformance with these Special Provisions. The exact limits of asphalt concrete surfacing to be removed and replaced will be determined by the Engineer.

Existing asphalt concrete surfacing and underlying base material removed during a work period shall be replaced before the time the lane is to be opened to public traffic in conformance with the provisions in "Temporary Traffic Control" of these Special Provisions.

Materials
Asphalt concrete shall conform to the provisions for asphalt concrete (1/2 or 3/4-inch Maximum Medium Type A) in "Asphalt Concrete" of these Special Provisions except for payment, and Section 39 of the Standard Specifications.

Construction
The limits of the asphalt concrete to be removed shall be in neat, straight lines and as indicated in the field or as determined by the Engineer. The dimensions of the areas to be replaced vary. Areas to be removed will have a minimum width of 4 feet and will be defined in 2 foot increments (e.g. removal widths of 4ft, 6ft, 8ft, etc.) up to the full width of the roadway. Pavement grinder shall be capable of grinding to the minimum width of 4 feet.

The depth of the material removed shall be a minimum of 4 inches. The exposed surface will be inspected by the Engineer to verify that is firm and unyielding. If the Engineer determines that the surface is yielding, an additional 4 inch lift of asphalt and/or aggregate base shall be removed and inspected again. The process shall continue until the exposed surface is deemed acceptable by the Engineer.

Prior to placing asphalt on the exposed surface, the surface shall be proof rolled and free of any loose debris (including any remaining layers of asphalt that are less than 1” thick). A tack coat shall be applied to the approved surface and coated along all edges. Following the tack coat, asphalt concrete shall be placed and compacted up to the level of the original surface in lifts no greater than 4 inches thick. Testing in-between lifts may be required as determined by the Engineer.

The Contractor shall take particular care to only remove material to the limits specified and without damage to the areas that are to remain. Damage to areas that are to remain in place shall be repaired to a condition satisfactory to the Engineer. Any additional material removed and replaced outside the specified limits (as a result of damage or Contractors of means and methods) shall be at the Contractor’s expense.

Removed materials shall be disposed of on non-City property. Contractor shall follow the requirements in Section 5-1.20B(4) “Contractor-Property owner Agreement” of the Standard Specifications.

Measurement and Payment
Asphalt concrete surface replacement will be measured by the cubic yard. The volume to be paid for will be calculated based on the dimensions measured in the field by the engineer. The contract price paid per cubic yard for replace asphalt concrete surfacing shall include full compensation for furnishing all labor, materials (including asphalt concrete), tools, equipment, and incidentals, and for doing all the work involved in removing existing asphalt concrete and necessary base, disposing of material and replacing asphalt concrete surfacing, complete in place, as shown on the plans, as specified in these specifications, and as directed by the Engineer. Payment for asphalt concrete surface replacement shall be paid for as “Replace Asphalt Concrete Surfacing.”

20.0 STORM DRAIN INLETS, JUNCTION BOXES, CLEANOUTS AND SIDEWALK UNDERDRAINS

General
This work shall consist of furnishing and installing new storm drain inlets, storm drain cleanouts, sidewalk underdrains and modifications to existing storm drain inlets, where called for in the plans and these Special Provisions.

Materials
Storm Drain Inlets shall be precast concrete, with minimum 4-inch thick walls (except RCP Inlets), and 6-inch thick bottom or as specified on the plans. Storm Drain Inlets shall conform to the provisions of Section 70 “Miscellaneous Drainage Facilities” and these Special Provisions. Modify Storm Drain Junction Boxes to be cast-in-place where called for in the plans.

Flat grates for Storm Drain Inlets, unless notes otherwise on the plans, shall be galvanized steel, ADA compliant, Bicycle proof, with H-20 loading.

Beehive grates for Storm Drain Inlets (RCP) shall be cast iron, with frames that allow the grate to be removed. Dimensions shall be per plans.

Lids for Junction Boxes and Storm Drain Manholes shall be cast iron manhole frame and cover complying with the requirements of Section 75 of the Standard Specifications.

Lids for Storm Drain Cleanouts shall be cast iron frame and cover complying with the requirements of Section 75 of the Standard Specifications.

Pipe for Storm Drain Cleanouts shall comply with the provisions of Section 64, “Plastic Pipe” of the Standard Specifications and these Special Provisions. Pipe and filters for storm drain cleanouts shall be per plan.

Sidewalk Underdrain material shall be per plans.

Construction
Excavation and embankment operations shall comply with the manufacturer’s recommendations and the requirements of Section 19, “Earthwork”, of the Standard Specifications. During any excavation and backfilling operations, the Contractor is specifically directed to “Preservation of Property” of these Special Provisions. The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

Measurement and Payment
Measurement and payment for storm drain inlets, storm drain cleanouts, sidewalk underdrains and modifications to existing storm drain inlets and junction boxes shall be paid on a unit cost basis as identified in the Bid Schedule and specified below:

- New storm drain inlets will be measured and paid on a unit basis for each assembly installed, complete and in place. Payment for new storm drain inlets shall be paid for as “Drainage Inlet.”
- New storm drain cleanouts will be measured and paid on a unit basis for each assembly installed, complete and in place. Payment for new storm drain cleanouts shall be paid for as “Storm Drain Cleanout.”
- New sidewalk underdrains will be measured and paid on a unit basis for each assembly installed, complete and in place. Payment for new sidewalk underdrains shall be paid for as “Sidewalk Underdrain.”
- New drainage inlets with modifications to existing inlets will be measured and paid for on a unit basis for each new inlet installed with a connection and modification to an existing inlet, complete and in place. Work under this items includes but is not limited to: the new inlet, frame and grate, manhole frame and cover, concrete lid, demolition of common walls, pipe extensions, core holes, grout and rebar. Payment for inlet modifications shall be paid for as “Storm Drain with Modification.”
- Relocating existing junction boxes will be measured and paid on a unit basis for each junction box relocated. Work under this item includes, but is not limited to: relocating existing junction box, extending existing storm drain pipes and connections to the relocated junction box, and grouting as required. Payment for relocating junction boxes shall be paid for as “Relocate Existing Junction Box.”

The above contract unit cost shall be considered full compensation for laying out the storm drain inlets, storm drain cleanouts, sidewalk underdrains and modifying existing storm drain inlets and junction boxes, measuring and evaluating existing or new pipes to determine the final dimensions and alignment, excavation, subgrade preparation, bedding, backfill, aggregate base, compaction, concrete, connection of piping, frames and grates, inlet filters, and site cleanup. This item covers all labor, materials, tools, equipment, transportation, and incidentals; and other expenses to provide a finished product and all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans.

21.0 STORM DRAIN PIPE

General
This work shall consist of furnishing and installing Storm Drain Pipe called for in the plans and these Special Provisions.

Materials
Corrugated HDPE shall be dual wall, smooth interior wall with annular exterior corrugations and shall conform to the provisions of Section 64, Plastic Pipe of the Standard Specifications. Pipe shall be joined using a bell & spigot joint meeting ASTM F2648. The joint shall be soil-tight and gaskets, when applicable, shall meet the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

Marking at plant: Each pipe and fitting shall be marked at the plant. Marking shall include size or diameter and class of pipe or fittings, manufacturer’s identification, and date of manufacture, plus other information required for each type of pipe.

Construction
Excavation and backfilling operations shall comply with the requirements of Section 19, “Earthwork”, of the Standard Specifications and these Special Provisions. During any excavation and backfilling operations, the Contractor is specifically directed to “Preservation of Property” of these Special

Provisions. The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

Measurement and Payment
Measurement Storm Drain Pipe item shall be on a per linear foot basis measured along the top of the pipe through fittings. The respective prices paid per linear foot for the different material types and sizes of Storm Drain Pipe shall include furnishing all labor, materials and equipment necessary to complete the work, (including pipe elbows, couplings, inlet and outlet end sections, trench excavation, subgrade preparation, bedding, backfill, aggregate base, compaction, making necessary modifications to existing catch basins, drainage structures, raising and/or lowering existing utility pipes to accommodate the new drainage pipes, and landscaping/open space restoration necessary to install the drainage systems indicated on the plans and specified herein. Payment for storm drain pipe shall be paid for as “Storm Drain Pipe.”

22.0 RELOCATE EXISTING FIRE HYDRANT

General
This work shall consist of relocating fire hydrants where called for in the plans and these Special Provisions.

Materials
a. Furnish materials in accordance with local standards:
    1. Ends: Mechanical joint or bell end.
    2. Bolts and Nuts: Corrosion resistant.
    3. Coating: AWWA C550; interior.
b. Finish: Primer and two coats of yellow enamel.

Construction
Relocate existing fire hydrant assembles and water meter in accordance to the plans.

Set hydrants plumb with pumper nozzle facing roadway; set hydrants with centerline of pumper nozzle 18 inches above finished grade and safety flange not more than 3 inches nor less than 2 inches above grade. Construct 3’X3’X6” concrete pad around fire hydrants in accordance with the plans if not placed in new sidewalks areas. Paint hydrants in accordance with local color scheme.

Install water meter box in compliance with section 23.0 “Adjust Water Meter Box to Grade” of these Special Provisions.

Fire hydrant assembly, water meter assembly and pipes shall be disinfected in accordance to AWWA C651.

Place raised blue marker at centerline of road adjacent to hydrants, 6” offset from edge of centerline striping per California Manual of Uniform Traffic Control Devices.

Measurement and Payment
Measurement and payment for Relocating Existing Fire Hydrants and extending existing water meters shall be paid for on a unit basis for each assembly installed, complete and in place. The price paid shall include furnishing all labor, materials and equipment necessary to complete the work, including but not limited to: excavation, bury, thrust blocking, break-off riser, backfill, concrete pad, concrete block, disinfection, testing, raised blue marker, and all other work to provide complete installation. Payment for this work shall be paid for as “Relocate Existing Fire Hydrant” and “Extend Existing Water Meter to Island.”

23.0 ADJUST WATER METER BOX TO GRADE

General
This work shall consist of adjusting the existing water meter boxes to finished grade. Adjustments may include vertical or horizontal adjustments as necessary to conform to the finish grade and locations shown on the plans. The work shall conform to the provisions in Section 15 "Existing Facilities" of the Standard Specifications, these Special Provisions, the plans, and as directed by the City's Representative.

Materials

a. New materials shall be in accordance with local standards:
    1. Water Meter Box (with CI Reader):
        - In sidewalk areas – Size B-16
        - In driveway areas – Size B1017
    2. Aggregate Base: Per these Special Provisions

Construction
The Contractor shall adjust all meter boxes in advance of concrete operations.

Facilities damaged by the Contractor shall be replaced at the Contractor's expense. Facilities (box and lid) found existing in a damaged condition, and reported to the City's Representative before disturbing, shall be replaced by the Contractor with materials furnished by the Owner.

The surface of the adjusted facilities shall be true to the new concrete surface to within one-eighth (1/8") inch deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall not vary to the high tolerance on one side and the low tolerance on the other (i.e., the total aggregate tolerance on both sides shall be limited to the 1/8"-inch variation).

Measurement and Payment
Measurement for adjustment of water meter boxes to grade shall be on a unit basis for each unit adjusted. The above contract unit cost shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. Payment for adjusting water meter boxes to grade shall be paid for as "Adjust Existing Water Meter Box to Grade."

24.0 ADJUST UTILITY AND MANHOLE COVER TO GRADE

General
This work shall consist of raising or adjusting existing utility and manhole covers to the finished grade of the resurfaced asphalt pavement or new concrete and shall conform to the provisions in Section 15 "Existing Facilities" of the Standard Specifications, these Special Provisions, the plans, and as directed by the City's Representative.

Material
Concrete used for to adjust utility and manhole covers to grade shall conform to Minor Concrete, of these Special Provisions.

Construction
Unless specifically allowed by the City's Representative, grade rings shall not be used to adjust utility covers.

The Contractor shall properly locate and mark all existing facilities to be raised in advance of paving operations.

Care shall be taken to keep frames and covers clean. The Contractor shall completely protect with heavy plastic or other suitable material all utility covers or other items which are visible on the surface and will be covered by their operations. This shall be completed prior to the start of operations and approved by the City's Representative. Any materials that adhere to the frames and covers shall be removed.

Contractor shall exercise care during the work of lowering and raising covers to avoid any construction debris from entering into the manhole chamber. Any material which enters the manhole or connecting pipes shall be removed at the expense of the Contractor to the satisfaction of the City. In the event that a problem is reported, Contractor shall have on hand the necessary equipment and manpower, including traffic control devices and crew if deemed necessary, to open lids that are requested for review by the City's Representative, at no additional cost to the City.

Facilities damaged by the Contractor shall be replaced at the Contractor's expense. Facilities (box and lid or frame and cover) found existing in a damaged condition, and reported to the City's Representative before disturbing, shall be replaced by the Contractor with materials furnished by the Owner.

The surface of the adjusted facilities shall be true to the new pavement or concrete surface to within one-eighth (1/8") inch deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall not vary to the high tolerance on one side and the low tolerance on the other (i.e., the total aggregate tolerance on both sides shall be limited to the 1/8"-inch variation). This variation shall apply to the adjacent patch paving around the facility as well such that neither the paving nor facility vary by more than the stated tolerances.

All facilities shall be adjusted to finish grade within 48 hours after the placement of the final surface paving. If several lifts of pavement are to be placed, the facilities shall be raised if the paving operation ceases for more than 48 hours.

Measurement and Payment
Measurement for Adjust Utility and Manhole Cover to Grade shall be on a unit basis for each unit adjusted. The above contract unit cost shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. Payment for adjust utility and manhole cover to grade shall be paid for as "Adjust Utility Cover to Grade" and "Adjust Existing Manhole Cover to Grade."

25.0 RELOCATE EXISTING MAILBOX

General
This work shall consist of relocating mailboxes where called for in the plans and these Special Provisions.

Materials
Concrete shall conform to Section 90-2, "Minor Concrete", of the Standard Specifications. Foundations for Group Mail boxes shall be minimum of 18" deep and match the base length and width of the existing foundation to be replaced. Foundation anchor bolts shall be galvanized and match the existing diameter and length.

Construction
Existing mailboxes are to be relocated in accordance to the plans and as directed by the City's Representative.

Mailboxes damaged by the Contractor shall be replaced at the Contractor's expense. Mailboxes found existing in a damaged condition shall be reported to the City's Representative before disturbing.

Measurement and Payment
Measurement and payment for Relocate Existing Mail Box shall be paid for on the unit each basis for each mailbox installed, complete and in place, regardless of type. The price paid shall include furnishing all labor, materials and equipment necessary to complete the work, including but not limited to: excavation, concrete foundation and/ or pad, steel reinforcement, posts, anchor bolts, fittings, and all other work as required to provide a complete installation. Payment for relocating existing mailboxes shall be paid for as "Reset Mailbox."

26.0 AGGREGATE BASE

General
This work shall consist of furnishing, grading, and compacting aggregate base for new roadway structural pavement section on the prepared surface or sub-grade to the lines, grades, and thickness where called for in the plans and these Special Provisions.

Materials
Aggregate base shall conform to Subsection 26-1.02B, "Class 2 Aggregate Base", of the Standard Specifications. The grading shall be as indicated on the plans, or as directed by the City's Representative.

Construction
Grading shall comply with the requirements of Section 19, "Earthwork", of the Standard Specifications, and these Special Provisions. During any grading operations, the Contractor is specifically directed to "Preservation of Property" of these Special Provisions. The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

Measurement and Payment
Measurement and payment for Aggregate Base shall be measured and paid for by the cubic yard furnished and compacted in-place, based on the lines and grades shown on the plans. Additional quantities will not be paid unless the lines and grades as shown on the plans are changed by the City's Representative. The above contract unit cost shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing placement, compaction, and all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans.

Payment of Aggregate Base shall be paid on a unit cost basis, as measured by the engineer, in the field. Payment for aggregate base within the roadway structural asphalt paving sections shall be paid for as "Class II Aggregate Base." Aggregate base used for drain inlets, junction boxes, trench backfill, base for minor concrete items, and other structures will not be paid directly but will be considered paid under their respective contract items.

27.0 MINOR CONCRETE

General
Minor Concrete shall conform to the provisions of Section 51-7 "Minor Structures", Section 90-2 "Minor Concrete", Section 73 "Concrete Curbs and Sidewalks", Section 52 "Reinforcement", all of the Standard Specifications, and applicable portions of these Special Provisions.

Concrete curbs, gutters, curb ramps, sidewalks, retaining footings, valley gutters, and driveways shall conform to Section 73 "Concrete Curbs and Sidewalks" of the Caltrans Standard Specifications. Retaining footings shall conform to Section 51 "Concrete Structures" of the Caltrans Standard Specifications. All work shall conform to the provisions of Section 90 "Concrete" of the Standard Specifications.

Materials
Concrete shall be minor concrete conform to the provisions of Section 90-2 of the Standard Specifications and these Special Provisions.

Admixtures shall comply with the provisions of Section 90-1.02E of the Standard Specifications.

Reinforcement steel shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these Special Provisions.

Class 2 aggregate base shall conform to Section 26-1.02B of the Standards Specifications.

Drilling and bonding of reinforcement into existing concrete shall conform to the provisions in Section 51-1.03E(3), “Drill and Bond Dowels” of the Standard Specifications and these Special Provisions.

Textured (stamped) and colorized concrete shall conform to the provisions of Section 73-4. Stencil pattern and concrete color shall be selected by the owner. Provide product submittal for approval two weeks prior to installation. Stencils shall be made from poly-coated fiberboard. The stencil patterns consist of a mortar joint with the brick cut-out. Color hardener shall be a surface applied, dry-shake color and surface hardener designed to work with texturing tools to produce clear, sharp impressions. Hardener shall be UV resistant, streak-free and non-fading. Hardener sealer shall be an exterior, low-sheen, lacquer based sealer with traction grip. Stencils, hardener and sealer shall be subject to Owner approval.

Construction
The Contractor shall protect existing facilities from damage, and discoloration from concrete splash. Adjacent concrete facilities shall be covered during concrete placement to prevent concrete splash and excess concrete from staining the adjacent concrete. After initial placement, strikeoff and finishing, the protection shall be removed and the adjacent concrete cleaned.

After the subgrade is prepared, moisture conditioned, and compacted to the relative compaction shown in the plans, the Contractor shall continuously maintain the subgrade in a uniform condition at the moisture content obtained during subgrade compaction until the concrete is placed.

The maximum variation from design elevation shall not exceed +/- 0.02 feet. In some instances, particularly in critical drainage areas, tolerances may be reduced to zero. Concrete facilities shall be installed to maintain or provide positive drainage. The ponding of water in excess of 1/8” will not be allowed. Concrete placed that results in the ponding of water in excess of 1/8” shall be removed and replaced at Contractors expense.

In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted.

Before final finishing is completed and before the concrete has taken its initial set, the edges shall be carefully finished with the radius shown on the plans or a radius to match the existing construction.

Concrete shall be thoroughly consolidated against and along the faces of all forms and adjacent concrete. After the forms are removed, excess concrete below the form surface shall be removed to be flush with the form face.

The Contractor shall always have materials available to protect the surface of the fresh concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting. If plastic sheeting is used, it shall not be allowed to contact finished concrete surfaces.

The Contractor shall also protect the concrete against traffic and vandalism. If the concrete is damaged or vandalized, the Contractor shall make the necessary repairs at its own expense. The repair procedure for damaged or vandalized concrete shall be approved in advance by the City’s Representative. Grinding the surface of vandalized concrete will not be considered an approved method of repair.

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury. The concrete shall be allowed to cure for 72 hours prior to placing adjacent asphalt concrete.

After the concrete is placed, cured, and the forms have been removed, the Contractor shall clean the site of all concrete and forming debris. Any gaps remaining between the new curbs, gutters, driveways, etc., shall be filled with full depth hot mix asphalt concrete. The total thickness of the restored pavement shall match that of the existing pavement.

Concrete smoothness test will be required for sidewalks. Test and correct both high and low points as determined by a straightedge. A 12-foot straightedge shall be used to determine deficiencies parallel to the direction of travel and shall not exceed 3/8 of an inch. A 4-foot straightedge shall be used to determine deficiencies perpendicular to the direction of travel and shall not exceed 1/4 of an inch. The smoothness test results shall be independent of any grade requirements. Acceptance of smoothness test does not necessarily guarantee final acceptance.

Textured (stamped) and colorized concrete shall be installed according to the manufacturers recommendations.

Measurement and Payment
Measurement and payment for minor concrete shall be paid on a unit cost basis as identified in the Bid Schedule and specified below:

- Vertical curbs, curb and gutter and valley gutter will be measured and paid on a lineal foot basis measured along the top or flowline of curb. Payment shall include incidental items associated with curbs including but, not limited to curb cuts, curb transitions, saw cutting and 12” wide AC edge patch.
- Sidewalks will be measured and paid on the square foot basis and shall include warning and retaining curbs.
- Retaining walls and retaining footings will be measured and paid based on the square foot of wall face (FSF) excluding the warning and retaining curb. Payment shall be paid on a unit cost basis, as measured by the engineer, in the field.
- Driveways (including concrete driveway transitions and concrete driveway conforms) will be measured and paid on the square foot basis and shall include warning and retaining curbs.
- Curb ramps will be measured and paid on the square foot basis.
- Concrete median nose will be measured and paid on the square foot basis and

All work shall be performed as shown on the plans and described here. The price paid shall be considered full compensation for furnishing all labor, materials and equipment necessary to complete the work, including but not limited to: layout of forms, excavation and grading, aggregate base and compaction, concrete and concrete placement and finishing, curing of concrete, striping of forms, site and area cleanup, disposal of waste material and waste concrete, and all other work necessary for completion of minor concrete work. No additional compensation will be allowed therefor. Payment for minor concrete shall be paid for under the respective payment items for “Minor Concrete.”

28.0 HOT MIX ASPHALT

General
This work includes producing and placing Hot Mix Asphalt (HMA) using the STANDARD process, in accordance with Section 39 of the Standard Specifications, these Special Provisions, and the plans. Work to be performed under this Section covers all labor, materials, tools, equipment, transportation and incidentals necessary to construct asphalt concrete pavements. This shall include asphalt concrete overlays, leveling courses, asphalt dikes and driveway transitions, as specified on the plans.

Material
All asphalt concrete materials shall be as specified in Section 39, “Hot Mix Asphalt”, of the State Standard Specifications; these Special Provisions; and the plans and typical sections.

1/2 inch and 3/4 inch, Type A asphalt concrete mix shall be used and shall not include crumb rubber unless modified by the City’s Representative.

The asphalt binder grade shall be PG 64-16 conforming to Section 92, “Asphalts”, of the State Standard Specifications.

Tack coat shall be emulsified asphalt Grade RS-1, SS-1, or SS-1h and shall conform to Section 94, “Asphaltic Emulsions”, of the State Standard Specifications.

Contractor Quality Control Testing will be in accordance with the City of Fortuna Quality Assurance Plan and these Special Provisions.

Each delivery ticket shall include information on the material type, binder type, oil content, and the mix design number. Material delivered to the project without such annotations shall be subject to rejection.

Construction
Prior to paving, Contractor shall mark all existing utility boxes using an approved marker. Spread and compact hot mix asphalt in accordance with Section 39 of the Standard Specifications and these Special Provisions, to the thickness specified on the plans.

Asphalt pavement shall be installed to maintain or provide positive drainage. The ponding of water in excess of 1/8” will not be allowed. Asphalt pavement placed that results in the ponding of water in excess of 1/8” shall be removed and replaced at Contractors expense.

Provide tack coat to all vertical surfaces (curbs, gutters, construction joints existing pavements, etc.) against which new asphalt concrete paving is placed. Failure to provide tack coat as required may result in a reduction of payment made for Hot Mix Asphalt.

Smoothness shall be tested using a 12-foot straightedge and shall conform to Section 39 of the Standard Specifications and these special provisions.

Measurement and Payment
Hot Mix Asphalt for roadway will be measured by the mass (TON) as determined from certified weigh tickets delivered to and signed by the City’s Representative on site. Hot Mix Asphalt for driveway transitions will be measured and paid on the square foot basis. Hot Mix Asphalt for Type A Dike will be measured and paid on the lineal foot basis. Asphalt concrete will be paid for at the contract price for asphalt concrete furnished and placed per the lines and grades shown on the plans, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing asphalt concrete, complete in place, and placement of temporary raised pavement markers, as shown on the plans and as specified in the State Standard Specifications and these Special Provisions, and as directed by the City’s Representative and no additional compensation will be allowed therefor. Payment for hot mix asphalt shall be paid for under the respective payment items for “Hot Mix Asphalt.”

No payment will be made for the correction of deficiencies in construction. No payment will be made for over-run quantities unless pre-approved by City’s Representative. The collection and signing of weight tickets shall not either constitute or construe acceptance or approval of over-run quantities.

29.0 SHOULDER BACKING

General
This work shall consist of furnishing, grading, and compacting aggregate base and construction shoulder backing adjacent to the edge of the new pavement surface where called for in the plans and these Special Provisions. Shoulder backing shall conform to the provisions in Section 19-9, "Shoulder Backing," of the Standard Specifications and these Special Provisions.

Materials
Aggregate base shall conform to Subsection 26-1.02A, “Class 2 Aggregate Base”, of the Standard Specifications.

Construction
Grading shall comply with the requirements of Section 19, “Earthwork”, of the Standard Specifications. During any grading operations, the Contractor is specifically directed to 5-1.36A “Property and Facility Preservation.” The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

Measurement and Payment
“Shoulder Backing” will be paid for by the linear foot measured along the edge of the roadway where the aggregate base abuts the new pavement. The above contract unit cost shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing placement, compaction, and all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. No additional compensation will be allowed therefor. Payment for shoulder backing shall be paid for as “Shoulder Backing”,

30.0 NON-WOVEN GEOTEXTILE PAVEMENT FABRIC

General
This item shall consist of a non-woven geotextile pavement fabric interlayer composed of a separate application of bituminous tack coating in accordance with Section 88 of the Standard Specifications. With the prior approval of the engineer, an alternate product may be substituted meeting these specifications to accommodate the project schedule or subContractor availability.

Materials
Tack coat shall be emulsified asphalt Grade RS-1, SS-1, or SS-1h and shall conform to Section 94, “Asphaltic Emulsions”, of the State Standard Specifications or as recommended by the manufacturer.

Non-woven Geotextile Paving Fabric – Non-woven needle-punched geotextile made of 100% polypropylene staple filaments, resist ultraviolet and biological deterioration, rotting, naturally encountered basics and acids. Polypropylene shall be stable within a pH range of 2 to 13. Material shall comply with AASHTO M288-06 and the following:

PROPERTY	TEST METHOD	ENGLISH
Weight - Typical	ASTM D-5261	4.2 oz/sy min.
Tensile Strength	ASTM D-4632	102 lbs min.
Elongation @ Break	ASTM D-4632	50% min.

CBR Puncture	ASTM D-6241	300 lbs min.
Trapezoidal Tear	ASTM D-4533	45 lbs min.
Asphalt Retention	ASTM D-4160	0.20 gal/sy min.
Melting Point	ASTM D-276	300 F min.
UV Resistance @ 500 Hours	ASTM D-4355	70% min.

Construction
Prior to applying the tack coat, the existing surface shall be swept and thoroughly cleaned per the manufacturers recommendations. The tack coat shall be applied using a pressure type distributor capable of applying the material at a uniform temperature and application rate. The distributor shall be designed, equipped, maintained and operated so that the bituminous material may be heated and applied at a uniform application rate of 0.2 to 0.3 Gallons per square yard. The allowable variation from the specified rate shall not exceed 10 percent. The distributor shall be self-powered and shall be equipped with a power unit for the pump and full circulation spray bars adjustable laterally and vertically.

The geotextile shall be installed per the manufacturer's recommendations using self-propelled equipment designed specifically for the application of pavement fabrics in full width roll of material, accurately and uniformly. A brush or light roller shall be mounted on the back of the equipment to set the material in the tack coat. The equipment shall be capable of passing over the new fabric without tearing or tracing the material due to the underlying tack coat. The Contractor shall maintain the equipment tires at all times to prevent tracking, clotting or other detrimental deposits on the newly placed materials.

Measurement and Payment
Measurement and Payment for the geotextile pavement fabric shall be made on a square yard basis furnished and installed in accordance with the manufacturer's recommendations and these specifications. The price shall be full compensation for furnishing all materials, for all preparation, delivery and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item. Payment for non-woven geotextile fabric shall be paid for as "Non-Woven Geotextile Pavement Fabric."

31.0 ROADSIDE SIGNS AND OBJECT MARKERS

General
This work shall consist of resetting existing roadside signs (panels only) on a new post, furnishing new roadside sign and post as identified on the plans and furnishing new object markers on a new post. Roadside signs shall conform to the Provisions in Sections 56-2, "Furnish Sign Panels" and 56-4, "Roadside Signs ", of the Standard Specifications and these Special Provisions.

Materials
All roadside signs and object markers shall be mounted on a removable metal post with sleeve and anchor in accordance with the Plans. Posts, sleeves and anchors shall be manufactured from galvanized 12 gauge steel conforming to ASTM A653, G90, structural quality, Grade 50, Class 1. Corner welds shall be zinc coated after scarfing operation.

Sign panels shall conform to Section 56-2 of the Standard Specifications and the California Manual on Uniform Traffic Control Devices, 2014 Edition.

Object Markers shall conform to Section 82 of the Standard Specifications and the California Manual on Uniform Traffic Control Devices, 2014 Edition.

Construction
Excavate holes to dimensions shown on Plans. Cover post bottom and perforation below ground with duct tape, and place posts in the holes. Back fill around post with minor concrete. Dispose of surplus excavation material offsite.

The line between the center of the top of a post and the center of the post at ground level must not deviate from a plumb line by more than 0.02 foot in 10 feet.

Measurement and Payment
Roadside Signs shall be measured and paid on a per unit basis for each sign (one or multiple panels) and post system installed complete and in place. Object Markers shall be measured and paid on a per unit basis for each object marker and post system installed complete and in place. The contract price shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all of the work involved in furnishing and installation complete and in place, including but not limited to: excavation, perforated square steel post with sleeve and anchor, installing new or existing sign panel, concrete foundation, disposal of excess excavation material, cleanup and all work as described by the plans and the Standard Specifications, these Special Provisions, and as directed by the City's Representative. Payment for roadside signs and object markers shall be paid for as "Roadside Sign, 1-Post", "Reset Roadside Sign, 1-Post" and "Object Marker."

32.0 DETECTABLE WARNING SURFACES

General
Detectable warning surface shall conform to section 73-1.02B of the Standard Specifications, applicable portions of these Special Provisions, and the requirements established by the Department of General Services, Division of State Architect.

Material
Detectable warning surfaces shall be by Armor-Tile, ADA Solutions, Armorcast Products, or approved equal. The manufacturer shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. Any detectable warning surface equivalent specification will be submitted in writing for approval to the City's Representative. The color of detectable warning surfaces shall be Federal Yellow.

Construction
Install detectable warning surface in accordance with the manufacturer's written recommendations. Detectable warning surfaces shall be installed at a 2.00% maximum slope, and shall be installed to maintain or provide positive drainage. The ponding of water in excess of 1/8" will not be allowed. Detectable warning surfaces placed that results in the ponding of water in excess of 1/8" shall be removed and replaced at Contractors expense.

Measurement and Payment
Measurement of Detectable Warning Surface will be measured on a square foot basis. The contract price paid per square foot for detectable warning surface shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved installing detectable warning surfaces new concrete, complete and in place, as shown on the plans, in accordance with the manufacturer's recommendations, and as directed by the City's Representative. Payment for detectable warning surfaces shall be paid for as "Detectable Warning Surface" and shall conform to Section 9-1.02C of the Standard Specifications and quantities shall be final pay quantities stated in the Bid Schedule. No additional allowance will be made unless the dimensions as shown on the plans are changed by the City's Representative.

33.0 TRAFFIC STRIPE AND PAVEMENT MARKINGS

General
Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

Material
Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH-02ALKYD. Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd m lx. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd m lx.

Preformed melt down thermoplastic striping and markings will not be allowed.

Glass beads comply with section 84-1.02 of the Standard Specifications.

Red curb paint shall comply with section 84-3.02 of the Standard Specifications.

Construction
All construction shall conform to the respective provisions of the Standard Specifications, manufacturer's installation requirements, and these Special Provisions. Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern. Traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

Thermoplastic traffic stripes and pavement markings shall be applied in one (1) coat. Red curb paint shall be applied in tow (2) coats. The 1st coat of paint must be dry before applying the 2nd coat.

Measurement and Payment
Measurement and payment for traffic striping, pavement markings, and curb paint shall be made at the contract unit price as shown in the Bid Schedule and as specified below, and shall be full compensation furnishing all labor, materials and equipment necessary to complete the work, including but not limited to: establishing alignment for stripes and layout work, placement of temporary tabs, preparation of surface, placing traffic striping, pavement markings and curb paint, coordination with the City's Representative, cleanup, and all other work necessary for completion of minor concrete work.

Measurement and payment for Red Curb Paint shall be made on a linear foot basis measured along the top of the curb in which it is applied. Double coats will not be measured individually. Payment for red curb paint shall be paid for as "Red Curb Paint",

Measurement and payment for 4-inch Thermoplastic Traffic Stripe, 6-inch Thermoplastic Traffic Stripe, and 8-inch Thermoplastic Traffic Stripe shall be made on a linear foot basis measured along the center of each individual stripe including gaps or dashes. Payment for traffic stripes shall be paid for under the respective payment items for "Thermoplastic Traffic Stripe."

Measurement and Payment for Thermoplastic Pavement Markings and Thermoplastic Traffic Stripes greater than 8-inches shall be made on the square foot basis for each marking installed as shown on the plans. Quantities will be determined based on the dimensions shown in the Standard Plans. Payment for traffic stripes and pavement markings greater than 8 inches shall be paid for as "Thermoplastic Pavement Markings."

34.0 PAVEMENT MARKERS

General
Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these Special Provisions. The Contractor shall furnish the City's Representative certificates of compliance for the pavement markers in conformance with the provisions in Section 6-3.05E, "Certificates of Compliance", of the Standard Specifications. Retroreflective pavement markers shall be marked as abrasion resistant on the body of the markers

Material
Raised and reflective pavement markers shall comply with Section 85 of the Standard Specifications. The specific type to be used shall be consistent with the type generally in use within the local jurisdiction unless directed otherwise by the City's Representative.

Measurement and Payment
Payment shall be considered full compensation furnishing all labor, materials, tools, and equipment, transportation, and incidentals, and for performing all the work involved in furnishing and placing pavement markers, complete and in place including adhesives, and establishing alignment for pavement markers. Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various "Thermoplastic Traffic Stripe" or other contract items of work involved and no additional compensation will be allowed therefor.

35.0 PERMANENT SURVEY MONUMENTS

General
This work shall consist of adjusting existing monument covers to grade. Work shall conform to the provisions in Section 15 "Existing Facilities" of the Standard Specifications, these Special Provisions, the plans, and as directed by the City's Representative. Cast-In-Place Survey Monuments shall conform to the Provisions in Sections 81, "Monuments", of the Standard Specifications, these Special Provisions.

Materials
All materials shall comply with the plans, Standard Specifications and there Special Provisions. All material, including brass caps, shall be provided by the Contractor.

Concrete used for to adjust survey monument covers to grade shall conform to Minor Concrete, of these Special Provisions.

Construction
Existing survey monuments shall not be disturbed by the Contractor. Notify the City's Representative immediately if a monument is damaged or disturbed. Contractor shall be liable for any damage to monuments. Unless specifically allowed by the City's Representative, grade rings shall not be used to adjust utility covers.

The Contractor shall properly locate and mark all existing facilities to be raised in advance of paving operations.

Care shall be taken to keep frames and covers clean. The Contractor shall completely protect with heavy plastic or other suitable material all utility covers or other items which are visible on the surface and will be covered by their operations. This shall be completed prior to the start of operations and approved by the City's Representative. Any materials that adhere to the frames and covers shall be removed.

The surface of the adjusted facilities shall be true to the new pavement or concrete surface to within one-eighth (1/8") inch deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall not vary to the high tolerance on one side and the low tolerance on the other (i.e., the total aggregate tolerance on both sides shall be limited to the 1/8"-inch variation). This

variation shall apply to the adjacent patch paving around the facility as well such that neither the paving nor facility vary by more than the stated tolerances.

All facilities shall be adjusted to finish grade within 48 hours after the placement of the final surface paving. If several lifts of pavement are to be placed, the facilities shall be raised if the paving operation ceases for more than 48 hours.

Measurement and Payment
Adjustments to existing survey monument covers will be measured and paid on a per unit basis measured each (EA) from an actual count installed complete in place. The contract price shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all of the work as described by the plans and the Standard Specifications, these Special Provisions, and as directed by the City's Representative. Payment for adjusting survey monument covers to grade shall be paid for as "Adjust Survey Monument Cover to Grade."

36.0 ENHANCED PEDESTRIAN CROSSING WARNING SYSTEM

General
The Contractor shall furnish and install a fully functional, wireless solar powered sign flashing system, complete and in place, consisting of a solar power control unit, solar panels and batteries, a control unit/service equipment enclosure, LED enhanced push button activation mechanisms, LED enhanced signs, standards and related equipment as necessary for a complete operational system. The installed system shall be a LightGuard Systems, Inc. "LightGuard System", or approved equivalent, complying with National Electric Code (NEC) Article 300, Chapter 7, Section 725-3 rated as "Low Voltage." The System shall be installed at the location shown on the plans in conformance with the applicable provisions of Section 86, "Electrical Systems" of the Standard Specifications, Standard Plans, these Special Provisions, the manufactures installation manual, as directed by the Engineer, and conform to federal, state or local regulations.

The Contractor may obtain product specifications and installation manual by contacting LightGuard Systems, Inc., 2292 Airport Boulevard, Santa Rosa, CA, 95403-1003, (707) 542-4547, fax (707) 525-6333, or at www.crosswalks.com.

Certificates of Compliance shall be furnished for all materials.

Patent Allowance
The LightGuard Systems, Inc. crosswalk equipment is a licensed holder of Utility Patent no.6,384,742 for Pedestrian Crosswalk Signal Apparatus. All products associated with the system shall be appropriately licensed or Qualified under patent protection.

Vendor agrees to indemnify solicitors procuring agency from Claims involving infringement of patent or copyrights.

Manufacturer System Assurance
Upon request, the manufacturer shall provide the purchasing agency with a minimum of three test / evaluation study reports of the manufacturer's product which were conducted by independent agencies. Test/evaluation study reports shall demonstrate the worthiness and effectiveness of manufacturer's system for assurance by purchasing agency.

Material
Control Unit/Service Equipment Enclosure
The enclosure shall meet or exceed NEMA 3R rating.

Data Collection
Flashing control units with a PCU collect and store a limited amount of operational, functional, and statistical information.

Data Retrieval
Flashing control units with a PCU must be RS232 accessible via local and remote access with data information retrieval capability.

Dual Zone Solar Power Control Unit, Solar Panel, and Enclosure
The Solar Power Control Unit (PCU) shall be based on a high-speed 8-bit embedded micro controller and shall utilize a compiled machine control language and be capable of dual zone operation (two independent crossings). PCU shall include system operation software with adjustable parameters accessed via a user interface. PCU output voltage shall not exceed 15 volts.

The Solar Power Control unit shall operate all the electronic equipment to operate the enhanced pedestrian crossing warning system. In addition, all necessary components to produce stand–alone power for the system are included. The system shall be hardwired.

Solar Panel:	75W minimum rating, with mounting hardware
Color:	White powder coat
Enclosure:	Built to UL 50 and NEMA 3R standards
Voltage:	22 VDC in - 12.5 VDC out (not to exceed 15 VDC)
Mounting:	Surface mounted per plan, with mounting hardware
Application:	All systems other than 115volt AC installations
DC Beacon Interface:	Include modified PCU & DIN rail connections for 2 separate 12VDC relays operating in continuous mode.

Pedestrian Crossing Symbol Sign
Pedestrian Crossing Symbol Sign shall include Amber LED lights.

Pedestrian Crossing Symbol Sign LED lights shall flash at an enhanced rate of multiple flashes per second, synchronized with all other system lights.

Pedestrian Crossing Symbol Sign shall include mounting bracket assembly.

Tamper resistant hardware will be supplied by installer.

Pedestrian Crossing Symbol Sign shall be Federal Designation in size, color and description. See below.

Size:	30 inches by 30 inches
Federal Designation Type:	W11-2
Federal Designation Color:	Fluorescent Yellow Green (FYG)
Retro-reflective:	Diamond Grade

Construction
Push Button Activation
Push Button activation assembly shall include Amber LED lights with audible confirmation.

Assembly Size:	Height: 12 inches, Width: 5.25 inches
Assembly Color:	Green
Faceplate Size:	Height: 7.75 inches, Width: 5 inches
Faceplate Color:	Yellow Background w/ Black Lettering
Material:	Cast Aluminum
Faceplate Lights:	Amber, Light Emitting Diodes (LED)

Push Button Activation Device: Powder coated aluminum body, 303 or 316 stainless steel button, ADA Compliant, pressure activated, manufactured by Lightguard Systems, Inc., or approved equal.
Mounting: Pole mounted per local height requirements

Excavating and Backfill
All excavated materials from the installation of foundations and other appurtenances shall be removed from the work area as they are generated.

Foundations and Concrete Pads
Concrete shall be minor concrete conform to the provisions of Section 90-2 of the Standard Specifications and these Special Provisions.

Concrete shall be produced from commercial quality aggregates and cement and shall contain not less than six sacks of cement per cubic yard and with a minimum 28-day compressive strength of 3000 psi.

Conductors
Splices shall be insulated by "Method B" or, at the Contractor's option, splices of conductors shall be insulated with heat shrink tubing of the appropriate size after thoroughly painting the spliced conductors with electrical insulating coating.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer for all the conductors and cables furnished for the project. Certificate of Compliance shall conform to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

In addition to the requirements for splices in detector circuits, the open end of cable jackets or tubing shall be sealed in a manner similar to the splicing requirements to prevent the entrance of water.

All conductors between the controller assembly and the service shall be stranded THW polyvinyl chloride coated.

Bonding and Grounding
Bonding and grounding shall conform to the provisions in Section 2.10, "Bonding and Grounding," of the Standard Specifications and these Special Provisions.

Measurement and Payment
"Enhanced Pedestrian Crossing System" shall be paid for at the contract unit price on a unit basis for each sign system installed complete and in place (for the purposes of this project, a pair or two sign system is made up of 2 units.) The price shall include full compensation for furnishing all labor, materials, tools and equipment to construct the system complete and in place, including but not limited to all excavation and backfill, foundations, standards, conductors/ wiring, service cabinet, LED enhanced signs and mounting hardware, solar and electrical components, batteries, wireless transmitters and receivers and pedestrian push buttons, as shown on the plans and as specified herein, and no additional compensation will be allowed. Payment for the enhanced pedestrian crossing warning system shall be paid for as "Enhanced Pedestrian Crossing System" and will not be paid until the contractor had demonstrated that the system is functioning properly and fully operation.

Compensation for removing and replacing existing improvements including curb and gutter, ramp, and sidewalk in areas not shown as being replaced on the project plans shall be considered as included in the contract lump sum price paid for "Miscellaneous Demolition and Removal," and no additional allowance will be made therefore.

37.0 IMPORT TOPSOIL

General
Furnish, deliver, apply and incorporate soil amendments (for subsoil and topsoil), and import topsoil throughout all soil planting areas on the Project Site in the locations shown on the Drawings and in conformance with these Standard Specifications and these Special Provisions.

Materials
Subsoil Amendments
Subsoil amendments shall consist of the following:

- Dolomite lime applied at a rate of 115 pounds per 1,000 ft^2, and
- Compost applied at a rate of 1 yd^3 per 100 ft^2, to form a three inch surface layer before incorporation.

Lime shall consist of fine flour dolomitic lime, free of hardened lime clods.

Compost amendment shall be nitrogen stabilized well-rotted, compost, unleached stable or cattle manure containing not more than 25% by volume of straw, sawdust, or other bedding materials and free from deleterious substances such as litter, refuse, toxic waste, stones larger than ½ inch in size, coarse sand, heavy or stiff clay, brush, sticks, grasses, roots, noxious weed seed, weeds, chemicals, and other substances detrimental to plant, animal, and human health.

Import Topsoil
Imported topsoil shall consist of fertile, friable soil of loamy character that contains organic matter in amounts natural to the region and be capable of sustaining healthy plant life. Imported topsoil must be free from deleterious substances such as litter, refuse, toxic waste, stones larger than ½ inch in size, coarse sand, heavy or stiff clay, brush, sticks, grasses, roots, weeds, and other substances detrimental to plant, animal, and human health.

Import topsoil shall be USDA soil classification sandy clay loam, loam or silt loam, semi-fertile, friable, of uniform quality, able to support normal plant growth, and taken from a well-drained site. The acceptable range for soil separates shall fall within the following parameters: Sand, 20-52%; Silt, 21-80%; Clay, 10-25%.

Imported topsoil for planting areas shall be minimum 12-inches thick and shall include the following amendments:

- Dolomite lime applied at a rate of 60 pounds per 1,000 ft^2, and;
- Compost applied at a rate of 1 yd^3 per 160 ft^2, to form a two inch surface layer before incorporation.
- Fertilizer shall be Biosol Mix with a grade of 7-2-3 applied at a rate of 1,100 pounds per acre.

Construction
Prevent spillage when hauling on or adjacent to any public street or highway. In the event that spillage occurs, the Contractor shall remove all spillage and sweep, or otherwise clean such streets or highways as required by local City and County authorities and/or the State of California.

Take precautions to prevent a dust nuisance to adjacent public or private properties and to prevent erosion and transportation of soil and amendments to downstream or adjacent properties due to work under this Contract. At project site exit, clean dirt and amendments from tires. Do not track dirt or amendments onto roads.

Spread subsoil amendments to a uniform thickness. Thoroughly mix subsoil and amendments to obtain uniformity of material to a depth of six (6) inches.

Place topsoil after all other earthwork in an area is complete.

Spread top soil and amendments to a uniform thickness. Topsoil and topsoil amendments are to be thoroughly mixed after spreading to obtain uniformity of material.

Grade to within 1-inch of required lines and grades. Grading between required lines and grades is to be smooth and uniform. Slope finished grades to drain with uniform slope between points where elevations are given or between points and existing grades.

Protect the topsoil from displacement by equipment or other operations.

Measurement and Payment
Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved. No additional compensation will be allowed therefor.

38.0 LANDSCAPING / PLANTING

General
Planting shall conform to the provisions in Section 20-7, "Highway Planting" in the Standard Specifications, these Special Provisions, and as shown on the plans. Immediately upon procurement of the contract, the Contractor shall contact the appropriate plant nursery to begin propagation of the specified plants.

Landscaping shall be provided by a California licensed Landscaping Contractor (Class C27).

Materials
Plants shall be the species and size identifiable in the plant/landscaping schedule, grown in climatic conditions similar to those in locality of the Work. If availability is lacking with varieties, the larger standard forms of the same species may be substituted for the missing portion of the specified varieties subject to approval by the City. These substitutions should be placed at the uphill portion of the specified planting zones, found on the plans, at a minimum spacing of 12-inches.

All plants shall be subject to inspection and approval of the City's Representative at the place of growth or upon delivery for conformity to specifications. Such approval shall not impair the right of inspection and rejection during progress of the work. Inspection and tagging of plant material by the City's Representative is for design intent only and does not constitute the City's Representative's approval of the plant materials in regards to their health and vigor as specified. The health and vigor of the plant material is the sole responsibility of the Contractor.

Trees shall be the species and size identifiable in plant/landscaping schedules, grown in climatic conditions similar to those in locality of the Work.

Stakes shall be softwood lumber with pointed end. Cable, wire, eye bolts and turnbuckles shall be non-corrosive, of sufficient strength to withstand wind pressure and resulting movement of plant life. Installation of such hardware will allow for a minimum of three-years growth in trunk diameter without scarring tissue.

Water shall be clean and potable. Distribution of the water shall be the responsibility of the Contractor. Lack of or failures in the irrigation system shall not relieve the Contractor from applying water as required.

Mycorrhizal inoculum shall be AM 120 at a rate of 87 pounds per acre and shall be applied to all non-wetland plants. Wetland plants include those from the genus *Juncus* and *Carex*.

Redwood bark mulch shall be shredded redwood bark ("gorilla hair").

Rock for landscaping entry/rock armor areas shall be washed, clean stone (4" – 6"), installed 12-inch thick over non-woven filter fabric (4 oz./SY minimum). The rock material used shall be subject to the review

and approval of the Owner. Provide 5 gallon sample to Owner prior to ordering the material. Bidders may submit sample to the Owner during the bidding for pre-approval.

Rock mulch shall be washed, clean stone (2" – 4"), installed 4-inch thick. The rock material used shall be subject to the review and approval of the Owner. Provide 5 gallon sample to Owner prior to ordering the material. Bidders may submit sample to the Owner during the bidding for pre-approval.

Bare Slate/Flagstone shall be irregular shape meeting the following requirements:

Min. Surface Area: 2.0 sf
Stone Thickness: ¾" min to 2" max
Weight: 7 to 10 lbs per square foot.
Installation depth: 4" thick

Cobbles shall be smooth, washed and clean river cobbles (4" – 6"), installed 8-inch thick over non-woven weed fabric (5 oz./SY minimum). The cobble material used shall be subject to the review and approval of the Owner. Provide 5 gallon sample to Owner prior to ordering material. Bidders may submit samples to Owner during bidding for pre-approval.

The material (including the color) used shall be subject to the review and approval of the Owner. Provide representative sample to Owner prior to ordering the material. Bidders may submit sample to the Owner during the bidding for pre-approval.

Maintenance, Guarantees and Replacements

The maintenance period for work under this Section begins immediately after planting and extends until final project acceptance. Maintenance includes resetting or straightening trees, fertilizing, watering, and any other measures necessary to keep plants thriving and healthy. Contractor shall water planted/landscaped areas a minimum of once per week during the maintenance period except in the event that aggregate precipitation over the previous 7 days totals 0.25 inches, minimum.

Guarantee period begins at date of final project acceptance. The guarantee period is one year. Maintenance is not required during the guarantee period.

Contractor shall provide written guarantees stating that trees, shrubs, vines, groundcovers and seeds/grasses are the genus, species, and cultivar named on the drawings.

Replace dead plants and plants not in a healthy, vigorous, thriving condition. Replace plants determined to be untrue to the species, clone and/or variety specified. Make replacements within 14 days of determination by City's Representative. Replacements shall match specified plants. Replacements shall conform to requirements of this specification section. Replacements shall correspond in size to the size that would have been reached by the plants that they replace. The Contractor is not responsible for failures due to neglect by the Owner or vandalism. The guarantee period for replacement plants ends on the same date as the guarantee period for other plants.

Construction

All planting shall be done prior to placing of mulch. Protect and maintain plant life until planted. Deliver plant life materials immediately prior to placement and keep plants moist. Plant material damaged as a result of delivery, storage or handling will be rejected.

Maintain topographical profiles and contours. Make changes in grade gradual. Blend slopes into level areas. Remove foreign materials, weeds and undesirable plants and their roots, and rock over 1" in diameter.

Place plants for best appearance for review and final orientation by City's Representative. Set plants vertical. Remove non-biodegradable root containers from shrubs. Set shrubs in pits or beds, partly filled with topsoil, at minimum depth of 6 inches under each plant. Remove burlap, ropes, and wires from top half of root ball. Saturate soil with water when pit or bed is half full of topsoil and again when full. For

grasses and forbs, remove container immediately prior to installation and quickly cover the root ball with planting soil. If soil is dry, water plants in small batches every twenty minutes.

Plants will be rejected when ball of earth surrounding roots has been disturbed or damaged prior to or during planting.

After containerized plantings are installed, apply a 4-inch layer of shredded redwood bark to upland areas. Lower (basin) landscaped areas will be planted the same, with the addition of a 4-inch layer of rock mulch on top of the shredded redwood bark to prevent mulch flow.

Measurement and Payment

Landscaping shall be measured and paid for on a lump sum basis for the all plants and mulch installed in the planter areas. Payment for landscaping/planting shall be paid for as “Landscaping/Irrigation,” and payment for cobble stones shall be paid for as “Cobbles.”

39.0 CHAIN LINK FENCE

General

Chain link fences shall conform to the provisions in Section 80-3, "Chain Link Fences," of the Standard Specifications.

Materials

Chain Link Fences posts and braces, fittings and all hardware shall be commercial quality welded steel and be vinyl clad (black vinyl coated) per Section 80-3 of the Standard Specifications.

Fence fabric shall be 11 gage and be vinyl clad with black color (black vinyl coated) complying with AASHTO M 181 for Type IV fabric

Fence fabric shall be “climbless” with 1-1/2” x 1-1/2” openings.

Construction

Chain Link Fences shall be installed per the provisions in Section 80-3.03 and in accordance to the plans.

Measurement and Payment

Full compensation for “4’ Tall Chain Link Fence” will be measured and paid for at the contract unit price per linear foot, which price shall constitute full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved in constructing chain link fence including coordination, layout, setting grade, concrete fence post footings, posts and braces, fabric, hardware, and all other requirements for a complete installation as shown on the Plans and Standard Plans, and specified in these construction details, and no additional allowances will be made therefor. Payment for fences and gates shall be paid for as “4’ Tall Chain Link Fence”,

40.0 FINAL CLEAN-UP

General

Before final inspection of the work, the Contractor shall clean the work and all ground occupied in connection with the work, of all rubbish, excess materials (including liquid asphalt), and equipment. The roads and driveways shall be thoroughly swept clean of all dirt, dust and foreign material. All parts of the work shall be left in neat and presentable condition.

Measurement and Payment

Payment for clean-up in general, shall be considered as included in the unit bid price for other contract items and no additional payment shall be made.

GHD Inc.

718 Third Street
Eureka, CA 95501 USA
T: 1 707 443 8326 **F:** 707 444 8330 **E:** eureka@ghd.com

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