

**CITY OF CORCORAN  
NOTICE TO CONTRACTORS  
SPECIAL PROVISIONS**

**FOR**

**ORANGE AVENUE PEDESTRIAN FACILITY IMPROVEMENTS  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

For use in connection with federally funded Local Assistance construction projects administered under the Standard Specifications Dated 2023 and Standard Plans Dated 2023 of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

**CRITICAL DATES AND REQUIREMENTS\***

<b>Advertise:</b>	<b>November 22, 2023</b>
<b>Pre-Bid Meeting/ Job Walk:</b>	<b>December 6, 2023, @ 9:00 AM at the corner of Orange Avenue and Dairy Avenue in Corcoran, California. Attendance is not mandatory but recommended.</b>
<b>Last Day to Submit Written Questions:</b>	<b>January 5, 2024 @ 5:00 PM</b>
<b>Bids Due/Bid Opening:</b>	<b>January 18, 2024 @ 2:00 PM at City of Corcoran City</b>
<b>Hall Contractor License Requirement(s):</b>	<b>‘A’ or Combination “C” and City Business License</b>
<b>Project Completion Time:</b>	<b>30 working days</b>
<b>Proposed Council Action to Award:</b>	<b>January 25, 2024, Council Meeting</b>
<b>Pre-Construction Meeting/ City Notice to Proceed:</b>	<b>January 30, 2024 @ 9AM at City of Corcoran</b>
<b>Construction Start Date:</b>	<b>February 5, 2024</b>
<b>Construction End Date:</b>	<b>March 20, 2024</b>
<b>Notice of Completion:</b>	<b>April 24, 2024</b>

\*Subject to change upon previous notice

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DOCUMENTS ATTACHED SEPERATELY

- ATTACHMENT 1.0 FEDERAL DAVIS BACON PREVAILING WAGE DETERMINATIONS
- ATTACHMENT 2.0 STATE OF CALIFORNIA PREVAILING WAGE DETERMINATIONS
- ATTACHMENT 3.0 KINGS COUNTY PREVAILING WAGE DETERMINATIONS

CITY OF CORCORAN

ORANGE AVENUE PEDESTRIAN FACILITY IMPROVEMENTS  
COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG)

BID CONDITIONS, GENERAL CONDITIONS, & SPECIAL PROVISIONS

Prepared by Certification:

In accordance with the provisions of Section 6735 of the Business and Professions Code of the State of California, these specifications have been prepared by or under the direction of the following Civil Engineer, licensed in the State of California.



ORFIL MUNIZ, PE  
A&M CONSULTING ENGINEERS, INC.  
220 N LOCUST STREET  
VISALIA, CA 93291

559-429-4747

CITY OF CORCORAN  
DEPARTMENT OF PUBLIC WORKS  
**NOTICE TO CONTRACTORS**

Sealed proposals for the work shown on the plans entitled:

**ORANGE AVENUE PEDESTRIAN FACILITY IMPROVEMENTS  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

will be received at the Office of the City Clerk of the City of Corcoran, 832 Whitley Avenue, Corcoran, California 93212, until **2:00 PM on January 18, 2024** at which time they will be publicly opened and read.

Proposal forms for this work are entitled:

**BID BOOK FOR  
ORANGE AVENUE PEDESTRIAN FACILITY IMPROVEMENTS  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

General work description:

The work to be done includes, but is not limited to, the following: concrete and asphalt surface demolition, construction of sidewalk, residential driveways, curb & gutter, asphalt pavement, street light installation, and other items or details not mentioned above that are required by typical construction, Standard Specifications, or these special provisions.

A Pre-Bid Meeting is scheduled for **December 6, 2023, at 9:00 AM**, at the corner of Orange Avenue & Dairy Avenue in Corcoran, California. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. Bidder's attendance at this meeting will not be mandatory.

This project is subject to Section 3 of the Housing and Urban Development Act of 1968, per Title 24 Code of Federal Regulations, Part 75, and as amended by the Housing and Community Development Act of 1992. Section 3 requires that recipients of HUD funding, such as Contractors of CDBG funded projects, to the greatest extent possible, provide training, employment, contracting and other economic opportunities to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons.

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

The DBE Contract Goal for this project is: 21%  
Section 3 Contract Goal for this project is: 25%

Engineer's Estimate: \$625,250.00

Bids are required for the entire work described herein.

Bids **MUST** be submitted on the Bid Proposal form provided by the City of Corcoran. Each bid must be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of the amount bid: (1) cash; (2) a cashier's check made payable to the City of Corcoran; (3) a certified check made payable to the City of Corcoran; or (4) a bidder's bond executed by an admitted surety insurer, made payable to the City of Corcoran. Each bidder must be a licensed contractor as required by law at the time the contract is awarded. The bidder who is awarded the project contract will be allowed pursuant to Public Contract Code Section 22300 to substitute securities for the payment of funds withheld under the contract. In addition, the successful bidder must furnish: (1) a faithful performance bond in the amount of one hundred percent (100%) of the contract price; and (2) a payment bond (also referred to as a labor and material bond) in the amount of one hundred percent (100%) of the contract price. All bonds must be in a form approved by the City of Corcoran and must conform to California law (see Code of Civil Procedure section 995.010 et seq.). All documents submitted in compliance with the requirements of this bid package and the contract must be scannable and photocopiable. The City hereby invokes its protest right under California Code of Civil Procedure 995.660 for any proposed surety bond submitted in satisfaction of the requirements of this agreement if the submitted bond is not issued by an admitted surety rated A-, VII or better by Best's Rating Service.

The contractor shall possess a City Business License and a Class "A" or combination "C" license at the time this contract is awarded.

No contractor or subcontractor may be listed on a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Sec. 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest. Technical questions should be directed to Orfil Muniz, PE, telephone (559) 429-4747 or [orfil@am-engr.com](mailto:orfil@am-engr.com).

Plans, specifications and bid documents may be obtained for a NONREFUNDABLE FEE OF \$ 100.00 per set from:

**A&M Consulting Engineers**  
**220 N Locust Street,**  
**Visalia, CA 93291**  
**(559) 429-4747**

An additional charge of ten dollars (\$10.00) per set will be made for mailing.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Corcoran City Hall, 832 Whitley Avenue, Corcoran, California, and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Bid Book," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Bid Books." Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the books entitled "Bid Book." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate that most closely approximates the duties of the employees in question.

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.

CITY OF CORCORAN, CITY CLERK

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Marlene Spain

DATED \_\_\_\_\_



*Department of Transportation: City Council of the City of Corcoran.*  
*Engineer: City Engineer of the City of Corcoran, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.*  
*Laboratory: The laboratories authorized by the Engineer to test materials and work involved in the contract.*  
*State: The City of Corcoran*  
*Transportation Building – Sacramento: City Hall, City of Corcoran, State of California.*  
*State Highway Engineer: The City Engineer of the City of Corcoran, State of California.*  
*Standard Specifications: The 2023 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.*

**CITY OF CORCORAN  
DEPARTMENT OF PUBLIC WORKS**

**SPECIAL PROVISIONS**

**SECTION 1 – SPECIFICATIONS AND PLANS**

The work embraced herein shall be done in accordance with the Standard Specifications dated 2023, and the Standard Plans dated 2023, of the Department of Transportation and any amendments insofar as the same may apply and these special provisions. In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

**1-1.01 DESCRIPTION OF WORK**

The work to be done includes, but is not limited to the following:

Concrete and asphalt surface demolition, construction of sidewalk, curb & gutter, residential driveways, asphalt pavement, streetlight installation, and other items or details not mentioned above that are required by typical construction, Standard Specifications, or these special provisions.

In case of conflict between the Standard Specifications and these special provisions, the more restrictive of the two shall take precedence over and be used in lieu of the conflicting portions, unless otherwise directed by the engineer.

**1-1.02 SCOPE OF WORK**

(a) **WORK TO BE DONE.** The work to be done consists of furnishing all labor, materials, methods and processes, implements, tools and machinery, except as otherwise specified, which are necessary and required to construct and put in complete order for use in the proposed improvements designated in the Contract, and to leave the grounds in a neat condition.

(b) **ALTERATION.** By mutual consent in writing of the parties signatory to the Contract, alterations or deviation, increases or decreases, additions or omissions, in the plans and specifications, may be made and the same shall in no way affect or make void the Contract. The City reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary or expedient by the Engineer.

(c) **EXTRA WORK.** New and unforeseen work will be classified as extra work when such work cannot be covered by any of the various items or combination of items for which there is a bid price.

The Contractor shall do no extra work except upon written order from the Engineer. For such extra work the Contractor shall receive payment as previously agreed upon in writing, or he shall be paid on force account.

(d) **REMOVAL OF OBSTRUCTIONS.** The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character of the construction of the street or road, if and as required by the Engineer. The Contractor shall remove and dispose of all trees designated by the Engineer as obstructions to the proper completion of the work.

The removal and disposal of all obstructions to the prosecution of the Contract, unless otherwise specified, shall be considered as included in the various items of Contract work and no additional compensation will be allowed therefore.

(e) **ROADWAY FINISHING.** Contractor shall do minor grading to back edges of roadway to eliminate vertical separation

and improve roadside drainage by creating shallow swales for transportation of storm runoff. Upon completion, and before making application for acceptance of the work, the Contractor shall clean the street or road, borrow pits, and all ground occupied by him in connection with the work; remove all rubbish, excess materials, temporary structures, and equipment; and all parts of the work shall be left in a neat and presentable condition.

### **1-1.03 CONTROL OF THE WORK**

Attention is directed to Section 5 of the Standard Specifications.

(a) ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; any questions which arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to claims and compensation.

The Engineer's decision shall be final, he shall have executive authority to enforce and make effective such decisions, and orders as the Contractor fails to carry out promptly.

(b) PLANS. All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the Engineer has approved the same, except by direction of the Engineer.

Working drawings or plans for any structure not included in the plans furnished by the Engineer shall be approved by the Engineer before any work involving these plans shall be performed unless approval is waived in writing by the Engineer.

It is mutually agreed, however, that the approval by the Engineer of the Contractor's working plan does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of these working plans with the approved plans and specifications.

(c) CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS. Finished surfaces in all cases shall conform to the lines, grades, cross-sections, and dimensions shown on the approved plans. Deviations from the approved plans, as may be required by the exigencies of construction will be determined in all cases by the Engineer and authorized in writing.

(d) COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS. These specifications, the plans, special provisions, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work. Plans shall govern over specifications: special provisions shall govern over both specifications and plans. City specifications shall govern over State Standard Specifications.

(e) INTERPRETATION OF PLANS AND SPECIFICATIONS. Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these specifications, plans, and special provisions, the Contractor shall apply to the Engineer for such explanation or interpretation as part of the Contract, so far as may be consistent with the intent of the original specifications. In the event of doubt or questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final. In the event of any discrepancy between any drawings and the figures written thereon, the figures shall be taken as correct.

(f) SUPERINTENDENCE. Whenever the Contractor is not present on any part of the work where it may be desired to give direction, orders will be given by the Engineer in writing and shall be received and obeyed by the superintendent or foreman in charge of the particular work in reference to which orders are given.

(g) LINES AND GRADES. All distances and measurements are given and will be made in a horizontal plane. Grades are given from the top of stakes or nails unless otherwise noted on the plans or provided by the contractor's surveyor.

Three consecutive points shown on the same rate of slope must be used in common, in order to detect any variation from a straight grade, and in case any such discrepancy exists, it must be reported to the Engineer. If such a discrepancy is not reported to the Engineer, the Contractor shall be responsible for any error in the finished work. The Contractor shall preserve all stakes and points set for lines, grades, or measurements of the work in their proper places until authorized to remove them by the Engineer. The Contractor shall provide construction survey and pay all expenses incurred in replacing stakes that have been removed without proper authority.

(h) INSPECTION. The Engineer shall at all times have access to the work during construction and shall be furnished with every reasonable facility to ascertain full knowledge in regards to the progress, workmanship, and character of materials used and employed in the work.

Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Engineer, so that proper inspections may be provided. Any work done in the absence of the Engineer will be subject to rejection. The Contractor shall be required to pay overtime rates for inspection outside of normal working hours or on weekends. Compensation for inspection overtime shall be deducted from the contractor's retention payment.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the Contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer and accepted or estimated for payment.

Projects financed in whole or in part with State, Federal or other funding agencies, shall be subject to inspection at all times by the City Manager, or his agents, and representatives of the funding agency.

(i) **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK.** All work which is defective in its construction or deficient in any of the requirements of these specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such corrections.

(j) **FINAL INSPECTION.** When the work specified by this contract has been completed, the contractor shall inform the Project Engineer. A final inspection shall then be made. If all work has been completed satisfactorily the Project Engineer shall notify the City Manager and the City Manager shall cause a "NOTICE OF COMPLETION" to be filed and recorded with the Kings County Recorder.

#### **1-1.04 CONTROL OF MATERIALS**

Attention is directed to Section 6 of the Standard Specifications.

Any work done beyond the lines and grades shown on the plans or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this Article, the Engineer shall have the authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any moneys due or to become due the Contractor.

(a) **SAMPLES AND TESTS.** At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination as desired by the Engineer.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods and tests as are prescribed in the specifications.

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

(b) **DEFECTIVE MATERIALS.** All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used until approved in writing by the Director of Public Works.

Upon failure on the part of the Contractor to comply with any order of the Director of Public Works made under the provisions of this article, the Department of Public Works shall have authority to remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

#### **1-1.05 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

Attention is directed to Section 7 of the Standard Specifications

(a) **LAWS TO BE OBSERVED.** The Contractor shall keep himself fully informed of all existing and future county, State and National laws and all municipal ordinances and regulations of the City which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

(b) **HOURS OF LABOR.** The Contractor shall forfeit, as penalty to the City, twenty-five dollars (\$25.00) for each laborer,

workman or mechanic employed in the execution of the Contract by him, or by any subcontractor under him, upon any of the work here-in-before mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor in violation of the provisions of Section 1810 to Section 1815, inclusive, of the Labor Code.

(c) The Contractor shall comply with Section 6705 of the Labor Code that provides that the Contractor's responsibility shall be as follows:

If the Contract price for the project includes an expenditure in excess of twenty-five thousand dollars (\$25,000) for excavation of any trench or trenches five feet or more in depth, the Contractor or his subcontractor shall not begin any trench excavation unless a detailed plan, showing the design of shoring, bracing, sloping or other provisions to be made for worker protection during the excavation of the trench, has been submitted by the Contractor to the City Engineer and the detailed plan has been approved by the City Engineer.

If such plan varies from the shoring system standards established by the construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered Civil or Structural Engineer.

Nothing in this section shall be deemed to allow the use of shoring, sloping, or protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety.

Nothing in this section shall be construed to impose tort liability on the City, or any of the City employees, State of California, City Engineer, or any of the City Engineer's authorized representatives. Or any employee thereof.

The terms "public works" and "awarding body," as used in this section, shall have the same meaning as in Labor Code Sections 1720 and 1722 respectively.

(d) **EQUAL EMPLOYMENT OPPORTUNITY.** The contractor is required to have an E.E.O. policy that prohibits discrimination and provides for affirmative action in employment practices. The Contractor shall adopt the following statement as his operating policy:

1. 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, nation origin, age, or disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on the job training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 as amended by Executive Order 11373, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor is required to have a designated EEO officer who has the responsibility and authority to administer the contractor's EEO policy.
6. All of the contractor's employees who have an active role in hiring, supervision, or advancement of employees are required to be aware of and implement the contractor's EEO policy. In addition, it is required that employees, including applicants and potential employees, be informed of the contractor's EEO policy through posted notices, posters, handbooks, and employee meetings.
7. The contractor shall not discriminate in his recruitment practices and should make an effort to identify sources of potential minority and women employees.
8. The Contractor is required to periodically review the project sites, wages, personnel actions, etc., for evidence of discriminatory treatment. The contractor is to promptly investigate all alleged discrimination complaints.
9. The contractor is required to advise employees and applicants of training programs available and to assist in the improvement of the skills of minorities, women, and applicants, through such programs.

10. The contractor is not, and cannot be, required to hire Union employees; however, if the contractor relies on unions as a source of employees, the contractor is encouraged to obtain cooperation with the unions to increase opportunities for minorities and women. The contractor should use his best efforts to incorporate an EEO clause into Union Agreements.
11. The contractor's EEO policy also pertains to his selection of subcontractors, including material suppliers and equipment leasing companies. Contractors are encouraged to use the Disadvantaged Business Enterprises (DBE's) or other subcontractors that employ minorities and women. Furthermore, contractors are required to exercise their best efforts to ensure that subcontractors comply with the EEO requirements.
12. Records that document compliance with the EEO policy are to be prepared and retained by the contractor for a period of three (3) years after project completion. These records should include the numbers of minority, women, and non-minority employees in each work classification on the project; and the progress and effort being made to increase the employment opportunities for minorities and women.

The contractor is required to submit an annual EEO report to the State Highway Authority each July, for the duration of the project. If the project contains on-the-job training (OJT), this information is also required to be collected and reported.

13. The contractor shall issue copies of all EEO policy documentation, pertaining to this contract project, to the project engineer prior to issuance of the "NOTICE OF COMPLETION". Non-Compliance with the EEO Specifications may be considered a breach of contract for which payment may be withheld or the contract canceled. The State Compliance staff may conduct interviews and make non-compliance determinations. In addition, reviews by the Office of Federal Contract Compliance Programs (OFCCP), may affect the contractor's eligibility to participate in Federal-Aid Programs.

(e) NONSEGREGATED FACILITIES. The intent of this provision, also derived from Title VI, is to ensure that past discriminatory practices of providing segregated facilities or prohibiting minorities access to facilities are eliminated.

(f) PREVAILING WAGE. The Contractor shall, as a penalty to the City, forfeit twenty-five Dollars (\$25.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed under this Contract or by any subcontractor under him, in violation of the provisions of Section 1770 to Section 1780, inclusive of Labor Code.

The contractor shall submit weekly-certified payroll reports to the project engineer. The contractor is also responsible for all subcontractors weekly-certified payroll reports and shall submit copies of those reports to the project engineer. All reports shall be verified for accuracy as to hours worked, classification, wage rate, and per diem wages. Discrepancies shall be brought to the attention of the contractor for correction. Failure of the contractor to provide weekly-certified payroll records for his employees, Certified Payroll records of subcontractors shall be considered a breach of contract for which payment may be withheld or the contract canceled. The State Compliance staff may conduct interviews and make non-compliance determinations. In addition, reviews by the Office of Federal Contract Compliance Programs (OFCCP), may affect the contractor's eligibility to participate in Federal-Aid Programs.

Copies of the prevailing rate or per diem wages, for each craft, classification of type of workman needed to execute the Contract, are on file in the Office of the Director of Public Works and shall be made available to any interested party on request.

(g) APPRENTICES. All Contractors and subcontractors shall comply with the provisions of the California Labor Code Sections 1777.5, 1777.6, \*1777.7 relating to the employment of apprentices, per section 7-1.01A (S) of the standard specifications.

(h) REGISTRATION OF CONTRACTORS. Before submitting bids, Contractors shall be licensed in accordance with the provisions of Section 7055 of the Business & Professions Code.

(i) PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, including a **City Business License** for the general and any subcontractors, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

(j) PATENTS. The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

(k) PUBLIC CONVENIENCE AND SAFETY. The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic. Unless other existing streets are stipulated in the special provisions to be used as

detours, all traffic shall be permitted to pass through the work site. Construction area signs shall be provided in accordance with Section 12 of the Standard Specifications.

Residents along the road or street shall be provided passage as far as practicable. Convenient access to driveways, houses and buildings along the road or street shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one cross or intersecting street or road shall be closed at any time without the approval of the Engineer.

The Contractor shall furnish, erect, and maintain such fences, barriers, lights, and signs as are necessary to give adequate warning to the public at all times that the improvement is under construction and of any dangerous condition to be encountered as a result thereof, and he shall also erect and maintain such warnings as directional signs as may be furnished by the City. Contractor shall place oil-sand ramps at the intersection of all cross streets and header cuts produced by cold plane operations, where vertical separation of pavements exceeds 25 mm (1"). Ramps are to be at least 1 meter long for every 50 mm (2") of vertical separation.

Full compensation for conforming to the provisions of this Section 5 (k) shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed, therefore.

**ACCIDENT PREVENTION:**

1. The provisions of this section require the contractor to comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. The contractor is required to provide all safeguard's, safety devices, and protective equipment, and is required to take such actions as are deemed necessary, to protect the life and health of employees and the safety of the public and property.
2. Furthermore, the contractor and subcontractor may not require or permit a laborer or mechanic to perform work under conditions, which are unsanitary, hazardous, or dangerous to health or safety as determined by construction safety standards.
3. This section specifically sets forth the right of entry of Department of Labor representatives to any site of contract performance for the inspection or investigation of compliance with OSHA standards.

(l) **FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS.** This specifically provides that "willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal Law" and requires that the "False Statements" poster. Form FHWA-1022, shall be posted on the project.

(m) **RESPONSIBILITY FOR DAMAGE.** The City, the City Council, or the City Engineer or his representatives shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work, or for injury or damage to any person or persons, either workmen or the public; or for damage to adjoining property caused by the negligence of Contractor or one of his subcontractors during the progress of the work at any time before final acceptance.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its elected officials, consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect, or consequential (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from performance of the work, but not from the sole negligence or willful misconduct of the City; provided, that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether a party indemnified hereunder or arises by or imposed by law regardless of the negligence of any such party.

(n) **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until the formal acceptance of the work by the City Engineer, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy.

(p) **NO PERSONAL LIABILITY.** Neither the City Council, the Engineer, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the Contract.

(q) **RESPONSIBILITY OF CITY.** The City shall not be held responsible for the care or protection of any material or parts of

the work prior to final acceptance, except as expressly provided in these specifications.

### 1-1.06 PROSECUTION AND PROGRESS

Attention is directed to Section 8 of the Standard Specifications.

(A) SUBLETTING AND ASSIGNMENT. The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the work under his control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the Contract and specifications. Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the City Engineer, the subcontractor shall be removed immediately on the requisition of the City Engineer and shall not be employed on the work.

(B) The Contractor shall diligently prosecute the work to completion before the expiration of **30 working days**, based on the Caltrans Workday Calendar-5 Day.

(C) CHARACTER OF WORKMEN. If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Engineer or shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the requisition of the Engineer, and such person shall not again be employed on the work.

(D) TIME OF COMPLETION AND LIQUIDATED DAMAGES. It is agreed by the parties to the Contract that in case all the work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the City, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay to the City in the sum of Seven hundred dollars (\$700) per day for each and every calendar days delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

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

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

In accordance with the provisions of Section 4215 of the California Government Code, the City shall assume the responsibility, between the parties to this Contract for the timely removal, relocation, and protection of existing main or trunk line utility and/or pipeline facilities located on the work site, if such facilities are not identified by the City in the plans and specifications made a part of these Contract documents. The City will not assess liquidated damages for delay in completion of the work, when such delay was caused by the failure of the City to provide for removal or relocation of such facilities. However, nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such facilities on the site of the work that can be inferred from the presence of other visible facilities, such as buildings, meter, and junction boxes

(E) SUSPENSION OF CONTRACT. If at any time in the opinion of the City Council, the Contractor has failed to supply an adequate working force, or material of proper quality or has failed in any other respect to prosecute the work with the diligence and force specified an intended and by the terms of the Contract, as directed by the Engineer, within the time specified in such notice, the City Council in any such case shall have the power to suspend the operation of the Contract. Upon receiving notice of such suspension, the Contractor's control shall terminate, and thereupon the City Council, or its duly authorized representative, may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said Contract, and hire such force and buy or rent such additional machinery, tools, appliances and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the work and for the completion thereof; or may employ other parties to carry the Contract to completion, employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for, in such manner as the City Council may deem proper; or the City

Council may annul and cancel the Contract and re-let the work or any part thereof. Any excess of cost arising there from over and above the Contract price will be charged against the Contractor and his sureties, who will be liable therefore. In the event of such suspension, all money due the Contractor or retained under the terms of the Contract shall be forfeited to the City; but such forfeiture will not release the Contractor or his sureties from liability or failure to fulfill the Contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the Contract price, arising from the suspension of the operations of the Contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such non-compliance with the Contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the Contract.

(F) **RIGHT OF WAY.** The City will provide the right of way for the work to be constructed. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of right of way unless otherwise provided in the Special Provisions. The contractor shall, if additional area for storage of equipment and materials outside of the right of way is required, obtain written permission from the property owner. A copy of that written permission shall be submitted to the Project Engineer.

### **1-1.07 MEASUREMENT AND PAYMENT**

Attention is directed to Section 9 of the Standard Specifications.

(A) **EXTRA AND FORCE ACCOUNT WORK.** Extra work as herein before defined, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon by the Contractor and the Engineer, or by force account.

If the work is done on force account, the Contractor shall receive the actual cost of all material furnished by him as shown by his paid vouchers, plus fifteen percent (15%), and for all equipment and terms that are necessary he shall receive the current prices in the locality, which shall have been previously determined and agreed to in writing by the Engineer and by the Contractor, plus twenty percent (20%) provided, however, that the City reserves the right to furnish such materials required as it deems expedient, and the Contractor shall have no claim for profit on the cost of such materials. The price paid for labor shall include all payments imposed by State and Federal laws and for all payments made to, or on behalf of, the workmen, other than actual wages.

All extra work and force account shall be adjusted daily upon report sheets, prepared by the Contractor, submitted to the Project Engineer, and signed by both parties, which daily reports shall thereafter be considered the true record of extra work or force account work done.

In the event that the Contractor does not submit the required extra work daily report sheet to the Project Engineer on the day the extra work was performed, the Contractor shall submit said report within 15 days after the work was performed. (15-day period does not include holidays or weekends). If the Engineer has not received said report within the specified 15-day time period, no compensation for the extra work/force account, shall be allowed, except by approval of the Project Engineer, and the City Council of the City.

(B) **MEASUREMENT AND PAYMENT.** Attention is directed to Section 9 of the Standard Specifications.

**PARTIAL PAYMENTS.** The City, once each month, shall cause to be prepared a Progress Pay Estimate. The Estimate shall include the total value of the work done to date. Payment will normally be made shortly after the third Tuesday of each month.

**FINAL PAYMENT.** The Engineer shall, after completion of work, make a Final Estimate of the amount payable to the Contractor, including an itemization, segregated as to Contract item quantities, extra work, and any other basis for payment. The City may retain 10% of the amount of this Final Estimate

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

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

(C) **SUBSTITUTION OF SECURITIES.** Whenever herein provision is made for withholding or retention of moneys to ensure performance, substitution of an equivalent amount (value) of securities shall be permitted in accordance with the provisions and requirements of Government Code Section 4590.



## 1-1.08 INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Offices form No. G1 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("Occurrence" form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, Code 1 "any auto" and endorsement CA 0025.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

### B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

### C. Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials and employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### D. Other Insurance Provisions

#### 1. General Liability and Automobile Liability Coverage

- a. The City, its officers, officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance that respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the City.

3. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors

Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

H. Workers' Compensation

In accordance with the provisions of Section 1860 of the California Labor Code, the Contractor's attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every Contractor will be required to secure the payment of compensation of his or her employees. In accordance with the provisions of Section 1861 of the California Labor Code, each Contractor to whom a public works Contract is awarded shall sign and file with the City the following certification prior to performing the work: "I am aware of the provisions of Section 3700 of the Labor Code which requires 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 of this Contract."

I. Assignment of Rights

Pursuant to Section 4552 of the California Government Code, in submitting a bid to the City, the bidder offers and agrees that the bid is accepted, it will assign to the City all rights, title and interests 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 purchase of goods, materials or services by the bidder for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

J. Termination

The City may terminate this Contract, without cause, by giving seven (7) days prior written notice to the Contractor, and in such event, the City will pay the Contractor for that portion of the Contract price, less the aggregate of previous payments, and able to allocate to the work completed as of the date of termination. The City will also reimburse the Contractor for all costs necessarily incurred prior to the stoppage of the work and paid directly by the Contractor, not including overhead, general expenses, or profit. The City will not be responsible to reimburse the Contractor for any continuing contractual commitments to said Contractors or material-suppliers or penalties or damages for canceling

such contractual commitments inasmuch as the Contractor shall make all subcontractors and other commitments subject to this provision.

K. Attorney's Fees

In the event any legal action is commenced to enforce or interpret the terms or conditions of this Contract, the prevailing party shall, in addition to any costs or other relief, be entitled to its reasonable attorney's fees.

**1-1.09 ORDER OF WORK**

The Contractor shall provide the City with a schedule of work prior to beginning work. This schedule shall be based on working from 7:00 AM to 3:30 PM Monday through Friday except for City holidays.

**1-1.10 QUANTITIES**

Bids will be based on the quantities of the various Contract items as listed in the Bidding Schedule.

**SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS**

**2-1.01 GENERAL**

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

In addition to the subcontractors required to be listed in conformance with Section 2-1.33C, "Subcontractor List," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.34, "Bidder's Security" of the Standard Specifications will be found following the signature page of the Proposal.

In conformance with Public Contract Code Section 7106, a Non-collusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Non-collusion Affidavit.

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

**2-1.015 FEDERAL LOBBYING RESTRICTIONS**

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

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

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

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

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

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

## 2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Under 49 CFR 26.13(b):

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

Take necessary and reasonable steps to ensure that DBEs have the 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 the date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: <https://caltrans.dbesystem.com/>

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

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

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer or 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 Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2<sup>nd</sup> low bidder, and the 3<sup>rd</sup> 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 4<sup>th</sup> business day after bid opening.

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

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

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

### B. Good Faith Efforts Submittal

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

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

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with

its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

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

### **C. Exhibit 15-G – Construction Contract DBE Commitment**

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.)

#### **2-1.03 BID OPENING**

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

#### **2-1.04 BID RIGGING**

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

#### **2-1.05 CONTRACT AWARD**

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

#### **2-1.06 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK**

Attention is directed to the provisions in Section 2-1.04 "Examination of Plans, Specifications, Contract, and Site of Work", of the Standard Specifications and these special provisions.

The bidder shall examine carefully the site of the work contemplated, the PLANS and specifications, and the Bid Book forms therefore. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, PLANS, specifications and the contract.

The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site and the records of exploratory work done by the City as shown in the bid documents, as well as from the PLANS and specifications made a part of the contract.

Where the City has made investigations of site conditions including subsurface conditions in areas where work is to be performed

under the contract, or in other areas, some of which may constitute possible local material sources, bidders or contractors may, upon written request, inspect the records of the City as to those investigations subject to and upon the conditions hereinafter set forth.

Where there has been prior construction by the City or other public agencies within the project limits, records of the prior construction that are currently in the possession of the City and which have been used by, or are known to, the designers and administrators of the project will be made available for inspection by bidders or contractors, upon written request, subject to the conditions hereinafter set forth. The records may include, but are not limited to, as-built drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of the prior projects.

Inspection of the records of investigations and project records may be made at the office of the City in which the work is situated, or in the case of records of investigations related to structure work, at the Transportation Laboratory in Sacramento, California.

When a log of test borings or other record of geotechnical data obtained by the City's investigation of surface and subsurface conditions is included with the contract PLANS, it is furnished for the bidders' or Contractor's information and its use shall be subject to the conditions and limitations set forth in this Section 2-1.04 "Examination of Plans, Specifications, Contract, and Site of Work", of the Standard Specifications.

In some instances, information considered by the City to be of possible interest to bidders or contractors has been compiled as "Materials Information." The use of the "Materials Information" shall be subject to the conditions and limitations set forth in Section 2-1.01 "Examination of Plans, Specifications, Contract, and Site of Work" and Section 6-2, "Local Materials", of the Standard Specifications.

When cross sections are not included with the PLANS, but are available, bidders or contractors may inspect the cross sections and obtain copies for their use, at their expense.

When cross sections are included with the contract PLANS, it is expressly understood and agreed that the cross sections do not constitute part of the contract, do not necessarily represent actual site conditions or show location, character, dimensions and details of work to be performed, and are included in the PLANS only for the convenience of bidders and their use is subject to the conditions and limitations set forth in Section 2-1.04 "Examination of Plans, Specifications, Contract, and Site of Work", of the Standard Specifications.

When contour maps were used in the design of the project, the bidders may inspect those maps, and if available, they may obtain copies for their use.

The availability or use of information described in this Section is not to be construed in any way as a waiver of the provisions of the first paragraph in Section 2-1.04 "Examination of Plans, Specifications, Contract, and Site of Work", of the Standard Specifications; and bidders and contractors are cautioned to make independent investigations and examinations as they deem necessary to be satisfied as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the specifications.

The City assumes no responsibility for conclusions or interpretations made by a bidder or contractor based on the information or data made available by the City. The City does not assume responsibility for representation made by its officers or agents before the execution of the contract concerning surface or subsurface conditions, unless that representation is expressly stated in the contract.

No conclusions or interpretations made by a bidder or contractor from the information and data made available by the City will relieve a bidder or contractor from properly fulfilling the terms of the contract.

## **2-1.07 CHANGED CONDITIONS**

### **A. Differing Site Conditions**

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the

- contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

#### **B. Suspensions of Work Ordered by the Engineer**

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

#### **C. Significant Changes in the Character of Work**

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

### **SECTION 3 – AWARD AND EXECUTION OF CONTRACT**

#### **3-1.01 GENERAL**

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

Bid protests are to be delivered to the following address: 832 Whitley Ave, Corcoran, CA 93212

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

prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guarantee.

### **3-1.02 LICENSING AND REGISTRATION**

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

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

## **SECTION 4 – BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

### **4-1.01 BEGINNING OF WORK**

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 Corcoran.

### **4-1.02 TIME OF COMPLETION**

This work shall be diligently prosecuted to completion before the expiration of **30 WORKING DAYS** beginning on the date listed on the Notice to Proceed.

### **4-1.03 LIQUIDATED DAMAGES**

The Contractor shall pay to the City of Corcoran the sum of \$700 per day, for each and every working day's delay in finishing the work in excess of the number of working days prescribed above.

## **SECTION 5 – GENERAL**

### **5-1.01 LABOR NONDISCRIMINATION**

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

### **NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

### **5-1.02 PREVAILING WAGE**

Attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications.

The contractor typically must pay the higher of either the State general prevailing wage rates or Federal minimum wage rates.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, is available at the <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. These wage rates are not included in the Bid Book for the project, however the Federal Wage rates are included in the Bid Book.

### **5-1.03 RECORDS**

The Contractor shall maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between, the following six categories of costs of work during the life of the contract:



- A. Direct costs of contract item work.
- B. Direct costs of changes in character in conformance with Section 4-1.03B, “Work Character Changes,” of the Standard Specifications.
- C. Direct costs of extra work in conformance with Section 4-1.05, “Changes and Extra Work,” of the Standard Specifications.
- D. Direct costs of work not required by the contract and performed for others.
- E. Direct costs of work performed under a notice of potential claim in conformance with the provisions in Section 5-1.43 “Potential Claims and Dispute Resolution,” of the Standard Specifications.
- F. Indirect costs of overhead.

Cost accounting records shall include the information specified for daily extra work reports in Section 5-1.27, “Records,” of the Standard Specifications. The requirements for furnishing the Engineer completed daily extra work reports shall only apply to work paid for on a force account basis.

The cost accounting records for the contract shall be maintained separately from other contracts, during the life of the contract, and for a period of not less than 3 years after the date of acceptance of the contract. If the Contractor intends to file claims against the Department, the Contractor shall keep the cost accounting records specified above until complete resolution of all claims has been reached.

#### **5-1.04 PUBLIC SAFETY**

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, “Public Safety,” of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations – The near edge of the excavation is 11.5 feet or less from the edge of the lane, except:
  - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - 2. Excavations less than 1 foot deep.
  - 3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 1 foot in diameter.
  - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
  - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles – The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor’s convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas – Material or equipment is stored within 11.5 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section “Public Safety” and in Section 7-1.04, “Public Safety,” of the Standard Specifications, shall be offset a minimum of 4.6 m from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1-ft transversely to 9.8-ft longitudinally with respect to the edge of the traffic lane. If the 15-ft minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, “Temporary Railing (Type K),” of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in “Temporary Crash Cushion Module” of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit)	Work Areas
45 Miles Per Hour	Within 5 ft of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3 ft of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 9.8-ft without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section “Public Safety,” including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

**5-1.05 YEAR 2000 COMPLIANCE**

This contract is subject to Year 2000 Compliance for automated devices in the State of California. Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention.

**5-1.06 BUY AMERICA REQUIREMENTS**

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

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

Production includes:

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

**5-1.07 QUALITY ASSURANCE**

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

You may examine the records and reports of tests the Agency performs if they are available at the job site. Schedule work to allow time for QAP, a copy is available upon request.

**5-1.08 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

### **5-1.09 SUBCONTRACTOR AND DISADVANTAGED BUSINESS ENTERPRISE RECORDS**

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

The Agency requests the Contractor to:

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

Maintain records including:

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

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work. Before the 15<sup>th</sup> of each month, submit a Monthly DBE Trucking Verification form.

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

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

### **5-1.10 DBE CERTIFICATION STATUS**

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

### **5-1.11 PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES**

DBEs must perform work or supply materials as listed in the *Construction Contract DBE Commitment* Exhibit 15-G 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. 1 or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request

### 3. Notices from the DBEs to you regarding the request

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

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

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

#### **5-1.12 SUBCONTRACTING**

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," and Section 2, "Bidding," and Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at [http://www.dir.ca.gov/dir/Labor\\_law/DLSE/Debar.html](http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html).

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

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

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators. Except that any designated "Specialty Items" may be performed by subcontract and the amount of any designated "Specialty Items" performed by subcontract may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with the contractor's own organization.

Each subcontract must comply with the contract.

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

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Website.

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

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

#### **5-1.13 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

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

#### **5-1.14 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS**

No retainage will be held by the agency from progress payments due the prime contractor. Any retainage held by the prime contractors or subcontractors from progress payments due subcontractors shall be promptly paid in full to subcontractors within 30 days after the subcontractor's work is satisfactorily completed. Federal law (49CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

#### **5-1.15 PARTNERING**

The City will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the City and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator, and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

#### **5-1.16 PAYMENTS**

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

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

#### **5-1.17 ENCROACHMENT PERMIT**

*No encroachment permit from Caltrans is required for this project. The contractor shall obtain a no cost City Encroachment permit.*

Prior to start of work within the State of California's right-of-way or work affecting the State of California facilities, the contractor will be required to obtain an Encroachment Permit at the following State of California Transportation office:

District 6  
1352 West Olive Avenue Fresno, CA 93728  
Voice: (559) 488-4058  
Fax: (559) 445-6510

Full compensation for conforming to the requirements in this permit, including the cost of the permit, shall be considered as included in the contract prices paid for the various items or work and no additional compensation will be allowed, therefore.

#### **5-1.18 CONTRACT BONDS**

Attention is directed to Section 3-1.05, "Contract Bonds," of the Standard Specifications and these special provisions. The payment bond shall be in a sum not less than one hundred percent of the total amount payable by the terms of the contract.

#### **5-1.19 AREAS FOR CONTRACTOR'S USE**

Attention is directed to the provisions in Section 5-1.32, "Areas for Use," of the Standard Specifications and these special provisions.

The street right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No State-owned or City-owned parcels adjacent to the right of way are available for the exclusive use of the Contractor within the

contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes.

No area is available within the contract limits for the exclusive use of the Contractor. However, temporary storage of equipment and materials on City property may be arranged with the City Public Works Department, subject to the prior demands of City maintenance forces and to other contract requirements. Use of the Contractor's work areas and other City-owned property shall be at the Contractor's own risk, and the City shall not be held liable for damage to or loss of materials or equipment located within such areas.

#### **5-1.20 SOUND CONTROL REQUIREMENTS**

Sound control shall conform to the provisions in Section 14-8.02, "Noise Control," of the Standard Specifications and these special provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dBa at a distance of 50 ft. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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

#### **5-1.21 GUARANTEE**

##### **GENERAL**

The Contractor shall guarantee the work is in accordance with contract requirements and remains free from substantial defects in materials and workmanship for a period of one year after contract acceptance. For certain portions of the work where the Director relieves the Contractor of responsibility in accordance with Section 5-1.38, "Maintenance and Protection Relief," of the Standard Specifications, the guarantee period starts on the relief date and ends one year therefrom.

Substantial defects in materials and workmanship means defective work objectively manifested by damaged, displaced, or missing parts or components: and workmanship resulting in improper function of materials, components, equipment, or systems, as installed or manufactured by the Contractor, subcontractor, supplier, or manufacturer.

During the guarantee period, the Contractor shall repair or replace contract work and associated work which is not in accordance with contract requirements or has substantial defects in materials and workmanship. The Contractor shall perform the corrective work with no expense to the City of Corcoran other than City-provided field inspection services.

The guarantee of work excludes damage or displacement that is outside the control of the Contractor and caused by normal wear and tear, improper operation, insufficient maintenance, abuse, unauthorized modification, or natural disaster as described in Section 5-1.47, "Guarantee," of the Standard Specifications.

The Contractor shall have the same insurance coverage during corrective work operations as prior to contract acceptance, in accordance with Section 7-1.05/6, "Indemnification and Insurance," of the Standard Specifications.

The contract bonds furnished in accordance with Section 3-1.05, "Contract Bonds," of the Standard Specifications must remain in full force and effect during the guarantee period and until all corrective work is complete.

In the case of conflict between this guarantee provision and any warranty provision included in the contract, the warranty provision shall govern for the specific construction product or feature covered.

##### **CORRECTIVE WORK**

During the guarantee period, the City of Corcoran will monitor performance of the facilities completed by the Contractor and will perform a thorough review of the contract work at least 60 days before the expiration of the one-year guarantee.

If the Engineer discovers contract work not in compliance with contract requirements or that has substantial defects in materials and workmanship, at any time during the guarantee period, a list of items that require corrective work will be developed and forwarded to the Contractor. Within 15 days of receipt of a list, the Contractor shall submit to the Engineer a detailed plan for performing corrective work. The work plan shall include a start to finish schedule. It shall include a list of labor, equipment, materials, and any special services intended to be used. It shall clearly show related work including traffic control, temporary delineation, and permanent delineation.

Contractor shall start the corrective and related work within 15 days of receiving notice from the Engineer that the Contractor's work plan is approved. The corrective work shall be diligently prosecuted and completed within the time allotted in the approved work plan.

If the Engineer determines that corrective work, covered by the guarantee, is urgently needed to prevent injury or property damage, the Engineer will give the Contractor a request to start emergency repair work and a list of items that require repair work. The Contractor shall mobilize within 24 hours and diligently perform emergency repair work on the damaged highway facilities. The Contractor shall submit a work plan within 5 days of starting emergency repair work.

If the Contractor fails to commence and execute, with due diligence, corrective work and related work required under the guarantee in the time allotted, the Engineer may proceed to have the work performed by City forces or other forces at the Contractor's expense. Upon demand, the Contractor shall pay all costs incurred by the City of Corcoran for work performed by City forces or other forces including labor, equipment, material, and special services.

#### **PAYMENT**

Full compensation for performing corrective work; and related work such as traffic control, temporary delineation, and permanent delineation, and to maintain insurance coverage and bonds, shall be considered as included in the contract prices paid for the various contract items of work and no separate payment will be made therefore.

#### **5-1.22 PROJECT INFORMATION**

The information in this section has been compiled specifically for this project and is made available for bidders and Contractors. Other information referenced in the Standard Specifications and these special provisions do not appear in this section. The information is subject to the conditions and limitations set forth in Section 2-1.07, "Job Site and Document Examination," and Section 6 "Control of Materials," of the Standard Specifications. Bidders and Contractors shall be responsible for knowing the procedures for obtaining information.

Information included in the Information Handout provided to bidders and Contractors is as follows: NONE

#### **5-1.23 BIOLOGY**

SSP 14-6.03A: The Contractor and all construction personnel must adhere to the U.S. Fish and Wildlife Service Standardized Recommendations for the Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance (January 2011). <https://www.fws.gov/sites/default/files/documents/survey-protocols-for-the-san-joaquin-kit-fox.pdf>

#### **5-1.24 HAZARDOUS WASTE**

Contractor shall comply with the following:

SSP 7-1.02K(6)U(iii)- Earth Material Containing Lead

Requires a lead compliance plan for soil disturbance when lead concentrations are non-hazardous.

One or more of the following may be required in regard to removal of yellow traffic stripe and pavement marking depending on how the work will be done:

- SSP 14-11.12- Remove Yellow Traffic Stripe and Pavement Marking with Hazardous Waste Residue Requires proper management of hazardous waste residue and a lead compliance plan.

- SSP 84-9.03C- Remove Traffic Stripes and Pavement Markings Containing Lead

Requires a lead compliance plan for removal when residue is definitely non-hazardous. Used for new yellow paints and all other colors of paint.

## **SECTION 6 – MATERIALS**

#### **6-1.01 AGENCY-FURNISHED MATERIALS**

Attention is directed to Section 6-1.02, "Department-Furnished Materials," of the Standard Specifications and these special provisions. The Contractor shall notify the Engineer not less than 48 hours before Agency-furnished material is to be picked up by the Contractor. A full description of the material and the time the material will be picked up shall be provided.

The following materials MAY be furnished to the Contractor, at the discretion of the City of Corcoran: NONE

## SECTION 7 – TECHNICAL PROVISIONS

### 7-1.01 GENERAL

The Contractor's attention is directed to Section 5-1.36, Property and Facility Preservation, of the Standard Specifications and these Special Provisions.

The Contractor will be required to work around public utility facilities and other improvements that are to remain in place within the construction area or that are to be relocated and relocation operations have not been completed, and in accordance with the provisions of Section 5-1.36D of the Standard Specifications, he will be liable to owners of such facilities and improvements for any damage or interference with service resulting from his operations. The Contractor shall ascertain the exact locations of underground facilities and improvements within the construction area before using equipment that may damage such facilities or interfere with the services. Other forces may be engaged in moving or removing utility facilities or other improvements or maintaining services of utilities and the Contractor shall cooperate with such forces and conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces.

The Contractor is required to notify all property owners, businesses, residences, etc. in letter form in both English and Spanish of the construction dates and times, at least 5 days prior to the beginning of work. A copy of this notification letter must also be sent to the City. Contractor shall also post "Temporary No Parking" signs, a minimum of 48 hours prior to the commencing of demolition or construction activities on the street adjacent to their property. The notification shall be by posting visible signs at the edge of the curbs and gutters. The signs which will be posted must be on their own lath or attached to delineator cones, or pylons, and not stapled or nailed to any tree, utility pole, or street signs. Trees must be protected from being scarred or broken during construction and must be repaired or replaced at Contractor's expense if damage is done.

In the event that vehicles are on the street at the time construction is to begin, the contractor shall take appropriate action to notify the owner/s of said vehicle to have it moved. If this is not possible, or the vehicle is inoperable and the owner is not capable of moving the vehicle, the contractor shall inform the Project Engineer, who will notify the City of Corcoran Police Department to have the vehicle towed at the owner's expense. Note: The above action may take place only if the "Temporary No Parking" signs have been in place, and placement has been verified by the Project Engineer, for the required 48-hour time period. Removal of said signs by the property owners or vandals will not constitute Non-compliance with this section.

The Contractor will be held responsible for any damage he may do to existing installations that are to remain in place. All existing installations and landscaping disturbed or damaged as a result of activities associated with the Work shall be replaced in kind. The necessary adjustment and relocation of existing sprinklers shall be coordinated with the property owner to ensure a properly functioning system.

The Contractor shall ensure that all striping and road markings are repainted with paint as specified on the plans.

All property to remain shall be properly protected from injury or damage. Should any such property be damaged, it shall be repaired and/or replaced with material, fixtures, or equipment of the same kind, quality, and size or better.

Full compensation for performing all of the work required under these Special Provisions shall be considered as included in the prices paid for the various Contract items of work involved and no separate payment will be made, therefore.

### 7-1.02 CONTROL OF WORK

Order of work shall conform to the provisions in Section 5, "Control of Work," of the Standard Specifications and these special provisions.

### 7-1.03 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Temporary Traffic Control Devices," of the Standard Specifications and these special provisions.

Category 1 temporary traffic control devices are defined as small and lightweight (less than 45 kg) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 temporary traffic control devices at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

- A. Date,



- B. Federal Aid number (if applicable),
- C. Contract number, district, county, route and kilometer post of project limits,
- D. Company name of certifying vendor, street address, city, state and zip code,
- E. Printed name, signature and title of certifying person; and
- F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 temporary traffic control devices are defined as small and lightweight (less than 45 kg) devices that are not expected to produce significant vehicular velocity change, but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones. This list is maintained by FHWA and can be located at:

[https://highways.dot.gov/safety/RwD/reduce-crash-severity/hardware-eligibility-letters?combine=&field hardware\\_type target id=6411&field\\_date value=&field\\_date\\_value 1=](https://highways.dot.gov/safety/RwD/reduce-crash-severity/hardware-eligibility-letters?combine=&field hardware_type target id=6411&field_date value=&field_date_value 1=)

The Department also maintains this list at: <http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/Category2.pdf>

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer. The label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use.

Category 3 temporary traffic control devices consist of temporary traffic-handling equipment and devices that weigh 45 kg or more and are expected to produce significant vehicular velocity change to impacting vehicles. Temporary traffic-handling equipment and devices include crash cushions, truck-mounted attenuators, temporary railing, temporary barrier, and end treatments for temporary railing and barrier.

Type III barricades may be used as sign supports if the barricades have been successfully crash tested, meeting the NCHRP Report 350 criteria, as one unit with a construction area sign attached.

Category 3 temporary traffic control devices shall be shown on the plans or on the Department's Highway Safety Features list. This list is maintained by the Division of Engineering Services and can be found at:

[http://www.dot.ca.gov/hq/esc/approved\\_products\\_list/HighwaySafe.htm](http://www.dot.ca.gov/hq/esc/approved_products_list/HighwaySafe.htm)

Category 3 temporary traffic control devices that are not shown on the plans or not listed on the Department's Highway Safety Features list shall not be used.

Full compensation for providing self-certification for crashworthiness of Category 1 temporary traffic control devices and for providing a list of Category 2 temporary traffic control devices used on the project shall be considered as included in the prices paid for the various items of work requiring the use of the Category 1 or Category 2 temporary traffic control devices and no additional compensation will be allowed therefore.

#### **7-1.04 CONSTRUCTION AREA SIGNS**

Construction area signs for temporary traffic control shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Temporary Traffic Control Devices," of the Standard Specifications and these special provisions.

One C18 sign and One C13 sign shall be posted on each approach/departure from the construction work area. Locations of the signs shall be approved by the Engineer.

Signs may be ported on temporary post supported by cross braces, rather than by digging holes for posts. Where such cross braces are used, no braces shall extend into the traveled way or a sidewalk.

Unless otherwise shown on the plans or specified in these special provisions, the color of construction area warning and guide signs

shall have black legend and border on orange background, except W10-1 or W47(CA) (Highway-Rail Grade Crossing Advance Warning) sign shall have black legend and border on yellow background.

Orange background on construction area signs shall be fluorescent orange.

The Contractor shall notify the appropriate regional notification center for operations of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing any excavation for construction area sign posts. The regional notification centers include but are not limited to the following:

Underground Service Alert-  
Northern California (USA)

Telephone: 1 (800) 227-2600

Underground Service Alert-  
Southern California (USA)

Telephone: 1 (800) 422-4133

All excavation required to install construction area signs shall be performed by the 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 Contractor shall maintain accurate information on construction area signs. Signs that are no longer required shall be immediately covered or removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore to the original position and location any sign that is displaced or overturned, from any cause, during the progress of work.

Construction area signs shown on the plans, except those signs required for traffic control system for lane closure and unless otherwise specified in the special provisions, will be paid for on a lump sum basis, which lump sum 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 required for the direction of public traffic through or around the work and for erecting or placing, maintaining (including covering and uncovering as needed) and, when no longer required, removing construction area signs at locations shown on the plans.

Full compensation for furnishing, erecting, maintaining and removing any additional construction area signs the Contractor may deem necessary will be considered as included in prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

#### **7-1.05 MAINTAINING TRAFFIC**

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control Devices," of the Standard Specifications and to the Section entitled "Public Safety" elsewhere in these special provisions, and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04.

The Contractor will not be allowed to close streets. One lane of through traffic shall be maintained at all times with appropriate Signage, Personnel and safety equipment to safely direct traffic through the construction area, unless the contractor submits to the Public Works Director a proposed detour plan.

Detour plans shall meet the criteria for detour plans as shown in the latest edition of the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Zones. The City Engineer, and the Director of Public Works; shall approve Detour Plan, copies shall be sent to the City of Corcoran Police Department and Local Fire Agencies and Emergency Organizations, i.e. Hospitals and Ambulance services, and the California Highway Patrol. Said Detour Plan shall clearly state the dates and times of closure. Closures shall only be allowed during working hours, and the roadway shall be made passable for passenger type vehicles at the close of the work each day.

The Contractor shall be responsible for all barricades, delineators, cones, reflective media, signs and other traffic control measures necessary for the safe control of traffic and protection of the work.

The Contractor shall notify in writing all residents, commercial establishments and others affected by the construction, 5 days prior to the beginning of construction.

The Contractor shall also place "TEMPORARY NO PARKING" signs, in the areas of construction a minimum of 48 hours prior to beginning work for, AC Paving, and Curb and Gutter Replacement, as necessary for striping and placement of signs.

The Contractor is responsible for the repair of any damage done by emergency or other vehicles, inadvertent or not.

The Contractor shall review with the City Engineer, Project Engineer, Director of Public Works and the Chief of Police, his proposed

method of barricading and signing in the field and shall comply with any request they may make. Said review shall be at least 48 hours in advance of construction. Contractor shall also notify in writing the City Engineer, the City Police, Fire and County Fire Departments, and Sheriffs Department of his proposed construction schedule.

**The contractor shall provide a traffic control plan to the City for review and approval prior to commencement of work on roadways.**

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

The Contractor shall notify local authorities of the Contractor’s intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

Whenever work vehicles or equipment are parked on the shoulder within 6 ft of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 24-ft intervals to a point not less than 24 ft past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24(CA) (SHOULDER WORK AHEAD) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 48in x 48in in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

A minimum of one traffic lane, not less than 11 ft wide, shall be open for use by public traffic in each direction of travel.

Full compensation for performing all of the work required under these Special Provisions shall be considered as included in the prices paid for the various Contract items of work involved and no separate payment will be made therefore.

**7-1.06 EXISTING ROADWAY FACILITIES**

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, “Existing Facilities,” of the Standard Specifications.

**7-1.07 PRESERVATION OF PROPERTY**

Attention is directed to the provisions in Section 5-1.36, “Property and Facility Preservation,” of the Standard Specifications and these special provisions.

Protection: The Contractor shall protect all private and public property and shall replace, repair, or pay for any damage thereto.

Notice to Property Owners and Tenants: The Contractor shall give a written notice to all property owners adjacent to and affected by his work at least five (5) working days in advance of beginning the work, indicating the work to be performed and the approximate length of time that the property owner or tenant will be affected by his operations.

Access: Access shall be provided to all businesses and residences whenever practicable. The Contractor shall conduct his operations so as to cause the least inconvenience to both vehicular and pedestrian access.

Existing trees, shrubs and other plants that are not to be removed as shown on the plans or specified elsewhere in these special provisions, and are injured or damaged by reason of the Contractor’s operations, shall be replaced by the Contractor. Damaged or injured plants shall be removed and disposed of.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 20 working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition.

**7-1.08 UTILITIES**

It shall be the obligation of the Contractor to notify the various utility companies at least three (3) days in advance of closing and/or tearing up of the street affecting said utility companies.

It shall be the obligation of the Contractor to immediately notify the affected utility company if relocation of any utilities will be required.

**7-1.09 PEDESTRIAN ACCESS**

Pedestrian access shall be maintained on all existing crosswalks and all existing wheelchair ramps during construction. If the

Contractor's operations require the closure of one walkway, then another walkway shall be provided nearby, off the traveled roadway.

Access: Access shall be provided to all businesses and residences whenever practicable. The Contractor shall conduct his operations so as to cause the least inconvenience to both vehicular and pedestrian access.

Full compensation for providing said pedestrian facilities shall be considered as included in the prices paid for the various Contract items of work involved and no separate payment will be made therefore.

#### **7-1.10 REMOVE ROADSIDE SIGNS**

All details and dimensions for roadside signs and the installation thereof shall conform to the current State of California, Department of Transportation, Sign Specifications, Traffic Manual, Standard Specifications, Standard Plans, and these special provisions.

Existing roadside signs and posts, at locations shown on the plans, shall be removed, relocated, or salvaged as shown on the plans or as directed by the Engineer.

Each roadside sign shall be installed at the new location on the same day that the sign is removed from its original location, and shall be placed in a manner to allow sufficient width for ADA access.

New roadside signs and posts, or other alternate mountings as shown on the plans, shall be installed at the locations shown on the plans or as directed by the Engineer. New and relocated signs shall be installed on appropriately sized perforated square posts with an anchor sleeve as directed by the Engineer.

Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

Full compensation for relocating or removing existing roadside signs or for furnishing and installing new roadside signs shall be considered as included in the contract price paid and no additional payment will be made therefore.

#### **7-1.11 REMOVE CONCRETE**

Concrete, designated on the plans to be removed, shall be removed and disposed of.

Where no joint exists between concrete to be removed and concrete to remain in place, the concrete shall be cut in a neat line to a full depth with a power driven saw before concrete is removed.

Full compensation for removing concrete shall be considered as included in the contract price paid and no additional payment will be made therefore.

#### **7-1.12 REMOVAL OF EXISTING PAVEMENT MATERIAL**

The existing surface of the roadway is to be reconstructed as shown on the plans.

Payment for removal and disposal of the existing surface shall be considered as included in the "Clearing, Grubbing & Demolition" bid item and no additional payment will be made therefore.

#### **7-1.13 COLD PLANE ASPHALT CONCRETE PAVEMENT**

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans in accordance with these special provisions. Cold 30hreshol machines shall be equipped with a cutter head not less than 30 inches wide and shall be operated so as not to produce fumes or smoke. The cold 30hreshol machine shall be capable of 30hreshol the pavement without requiring the use of a heating device to soften the pavement during or prior to the 30hreshol operation. The depth, width and shape of the cut shall be as indicated on the typical cross sections or as directed by the Engineer. 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. The road surfacing to remain in place shall not be damaged in any way.

Prior to cold 30hreshol, the Contractor shall ascertain the exact location of any inductive loop vehicle detectors and their respective loop conductors. The Contractor shall immediately notify the Engineer of any loop conductors which interfere with the planned construction. Cold 30hreshol shall not be allowed more than ten working days in advance of paving and, unless otherwise authorized by the Engineer, all cold 30hreshol shall be completed prior to placing asphalt concrete. Planed widths of pavement shall be continuous except for intersections at cross streets where the 30hreshol shall be carried around the corners and through the conform lines.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be utilized as shoulder backing material.

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. The asphalt concrete shall be placed to the level of the existing pavement and tapered on a slope of 30:1 or flatter to the level of the planed area.

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 removing all loose material from the underlying surface, before placing the permanent surfacing.

Planing asphalt concrete pavement will be measured by the square foot. The quantity to be paid for will be the actual area of surface planed irrespective of the number of passes required. Full compensation for furnishing temporary asphalt concrete tapers and for constructing, maintaining, removing and disposing of the tapers shall be considered as included in the contract price paid per square yard for Cold Plane Asphalt Concrete Pavement and no additional compensation will be allowed therefore. The contract price paid per square foot for Cold Plane Asphalt Concrete Pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in 31hreshol asphalt concrete surfacing and disposing of material removed at a location determined by the Contractor, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

No adjustment of unit price will be made for any increase or decrease in the quantity of Cold Plane Asphalt Concrete Pavement, regardless of the reason for such increase or decrease. The provision in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to the item of Cold Plane Asphalt Concrete Pavement.

#### **7-1.14 SUB-GRADE**

Sub-grade of the roadway reconstruction areas shall be prepared in accordance with Section 19-5 of the Standard Specifications. Additionally, the top 6" of sub-grade under curb and gutter, sidewalk, and curb ramps to be compacted to 95% relative density and tested with California Test 216 or ATSM test method (current edition) D1557. One compaction test shall be taken in each lane direction at least every 250 feet and/or at locations designated by the Engineer.

The City of Corcoran shall pay for all initial compaction testing all costs incurred for any additional testing due to failed tests shall be the responsibility of the contractor and shall be withheld from the retention payment to be disbursed to the Soils Testing Lab.

Unsuitable material encountered below the natural ground surface in embankment areas or below the grading plane in excavation areas shall be excavated and disposed of as directed by the Engineer. Unsuitable material is defined as material the Engineer determines to be:

- (a) Of such unsuitable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content; or
- (b) Too wet to be properly compacted and circumstances prevent suitable in-place drying prior to incorporation into the work; or
- (c) Otherwise unsuitable for the planned use.

The presence of excessive moisture in a material is not, by itself, sufficient cause for determining that the material is unsuitable. The removal and disposal of such unsuitable material will be considered as part of the cost of the roadway excavation for the quantities involved and no other compensation for payment will be allowed. When unsuitable material is removed and disposed of, the resulting space shall be filled with material suitable for the planned use. Such suitable material shall be placed and compacted in layers as hereinafter specified for constructing embankments.

Payment for compaction of sub-grade shall be considered as included in the contract price per cubic yard no additional payment will be made therefore.

#### **7.1-15 CLASS II AGGREGATE BASE**

The Class II Aggregate Base shall conform to Section 26 of the Standard Specifications. This work shall consist of furnishing, spreading and compacting aggregate bases as specified in the Standard Specifications, to the limits and section as shown on the plans. Aggregate base should meet the specification of Class 2 Aggregate Base, or equivalent (State of California Standard Specifications, Section 26). Aggregate base should be compacted to a minimum of 95 percent of maximum dry density as determined by ASTM Test Method D1557.

The City of Corcoran shall pay for all initial compaction testing of Class II Aggregate Base, all costs incurred for any additional testing due to failed tests shall be the responsibility of the contractor, and shall be withheld from the retention payment to be disbursed to the Soils Testing Lab.

Full compensation for Class II Aggregate Base shall be considered as included in the Class II Aggregate Base bid item and shall be paid for at the Contract unit price per ton and no additional payment will be made therefore. Said price includes full compensation for furnishing all labor, materials, tools, equipment and for doing all the work involved in constructing the class II aggregate base complete and in place, as shown on the plans and specified herein, and no additional allowance will be allowed therefore.

**7-1.16 HOT MIX ASPHALT CONCRETE**

Asphalt concrete shall be Type A and shall conform to the provisions in Section 39, “Hot Mix Asphalt Concrete,” of the Standard Specifications and these special provisions.

The grade of asphalt binder to be mixed with aggregate for Type A asphalt concrete shall be PG Grade 64-10 and shall conform to the provisions in “Asphalt” of these special provisions.

The aggregate for Type A asphalt concrete shall conform to the 3/4 inch or 1 inch gradation specified in Section 39-2.02B(4)(b), “Aggregate Gradations,” of the Standard Specifications.

The asphalt content of the asphalt mixture will be determined in conformance with the requirements in California Test 379, or in conformance with the requirements in California Test 382.

Tack coat shall be applied per section 39-2.01C(3)(f) Apply tack coat:

1. To existing pavement, including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:
  - 3.1. Curbs
  - 3.2. Gutters
  - 3.3. Construction joints

Before placing HMA, apply tack coat in 1 application. The application rate must be the minimum residual rate specified for the underlying surface conditions shown in the following tables:

**Tack Coat Application Rates for HMA Type A, Type B, and RHMA-G**

HMA overlay over:	Minimum residual rates (gal/sq yd)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h asphaltic emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 asphaltic emulsion	Asphalt binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h asphaltic emulsion
New HMA (between layers)	0.02	0.03	0.02
PCC and existing HMA (AC) surfaces	0.03	0.04	0.03
Planed PCC and HMA (AC) surfaces	0.05	0.06	0.04

If the finished surface of the asphalt concrete on the traffic lanes does not meet the specified surface tolerances, the surfacing shall be brought within tolerance by either (1) abrasive grinding (with fog seal coat on the areas which have been ground), (2) removal and replacement or (3) placing an overlay of asphalt concrete. The method will be selected by the Engineer. The corrective work shall be at the Contractor’s expense.

If abrasive grinding is used to bring the finished surface to the specified surface tolerances, additional grinding shall be performed, as necessary, to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. Ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the provisions in the first paragraph and the last 4 paragraphs in Section 42-2.03, “Construction,” of the Standard Specifications.

Hot mix asphalt concrete Type A will be measured by the ton of completed mixture in accordance with the provisions of Section 9-1.02 “Measurement”, of the Standard Specifications.

Immediately after completion of final compaction of the finished asphalt concrete, the contractor shall place temporary striping tape to indicate centerline, lane line location, and stop limit lines. One 4” (100 mm) length piece of 3” (75mm) wide, reflectorized white

foil tape shall be placed at approximately 20 ft. (6 m) on center for lane delineation, and two 4" (100 mm) length pieces of 3" (75mm) wide yellow reflectorized foil tape shall be placed parallel and 3" (75 mm) apart to delineate no passing line.

Asphalt concrete shall be paid for at the Contract unit price per ton **up to the theoretical maximum**, additional tonnage will not be compensated. The theoretical maximum shall be measured and agreed upon by City and contractor and contractor prior to paving. Said price includes full compensation for furnishing all labor, materials, tools, equipment and for doing all the work involved in constructing the asphalt concrete complete in place, as shown on the plans and specified herein, and no additional allowance will be allowed, therefore.

#### **7-1.17 CONCRETE CURBS AND SIDEWALKS**

This work shall consist of constructing concrete curbs, gutters, sidewalks, gutter depressions, curb ramps (wheelchair ramps), and driveways, of the form and dimensions shown on the PLANS, and shall conform to the provisions of Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these special provisions.

This work shall be constructed of minor concrete conforming to the provisions in Section 90-2, "Minor Concrete," except as follows:

1. The maximum size of aggregate used for extruded or slip-formed curb construction shall be at the option of the Contractor, but in no case shall the maximum size be larger than one inch nor smaller than 3/8-inch.
2. Minor concrete shall be 1-1/2-inch maximum aggregate size, 5-sack mix with a compressive strength of at least 3,200 psi at 28 days. The slump shall not be more than 4 inches.

Curbs, gutters, sidewalks, gutter depressions, curb ramps and driveways shall be constructed by using fixed forms, except that curbs, not on structures, may be constructed by using an extrusion machine or a slip-form paver, and sidewalks, not on structures, may be constructed by using a slip-form paver. Contractor and any of his subcontractors installing the concrete forms shall submit a request for form inspection by the Engineer a minimum of 48 hours before concreting. Any forms found to be deficient shall be corrected as needed to comply with City, State, and ADA accessibility standards.

Where the PLANS provide for the reconstruction of a portion of an existing curb, gutter, sidewalk, driveway or curb ramp the existing section and the adjacent street paving shall be sawcut to full depth of the existing structure, with an abrasive type saw at the first scoring line at or beyond the planned joint and the entire section to be reconstructed shall be removed. The new curb, gutter, sidewalk, driveway or curb ramp shall join the old work at this line.

Quantities of concrete shown in the Engineer's Estimate, in curb ramps will be paid for at the contract price per individual items. Driveways will be paid for at the contract price per square foot. Curbs, gutters, gutter depressions, and island paving will be paid for at the contract price per linear foot. Sidewalks will be paid at the contract price per square foot.

The above prices and payments shall include full compensation for furnishing all labor, materials (including adhesive, or reinforcing steel and dowels for anchoring curbs to existing pavement), tools, equipment, and incidentals, and for doing all the work involved in constructing curbs, gutters, sidewalks, gutter depressions, curb ramps and driveways, complete and in place, including subgrade preparation, saw-cutting existing concrete and pavement, removal and disposal of existing concrete and pavement, application of pigmented curing agent per Section 90-1.03B(3) of the Standard specifications, and repair of the structural section of the street adjacent to the new work, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

#### **7-1.17A HOT WEATHER CONCRETING**

##### **A. Definition:**

1. Conditions warranting hot weather concreting practices are defined as any combination of high air temperature, low relative humidity and wind velocity tending to impair the quality of fresh or hardened concrete or otherwise result in abnormal properties. If conditions cause an evaporation rate of 0.2 lb. /sq. ft. /hr. as calculated by Figure 2.1.5 in ACI 305R-99, then precautions shall be taken to prevent plastic shrinkage cracks from occurring.

B. Specification: Follow hot weather concreting practices specified below when required to limit the concrete temperature at the truck discharge point to the stated maximum acceptable temperature.

C. Records: Under hot weather conditions, the Contractor shall keep records of outside air temperature, concrete temperature at truck discharge and general weather conditions.

D. Hot Weather Concreting Requirements: The following items, all or in part as required, shall be followed to limit the concrete temperature to the stated maximum acceptable temperature and to minimize the possibility of plastic

shrinkage cracks from developing.

1. Design the concrete mixes specifically for hot weather conditions replacing some cement with fly ash or other pozzolan and using a water-reducing retarding admixture (ASTM C 494 Type D).
2. Use the largest size and amount of coarse aggregate compatible with the job.
3. Use sunshades and/or windbreaks.
4. Delay construction of indoor slabs-on-grade until the walls and roof are constructed.
5. Cool and shade aggregate stockpiles.
6. Use ice as part of the mixing water or cool the water with liquid nitrogen.
7. Limit the number of revolutions at mixing speed to 125 maximum.
8. Reduce time between mixing and placing as much as possible.
9. Do not add water to ready-mixed concrete at the job site unless it is part of the amount required initially for the specified water-cement ratio and the specified slump.
10. Schedule concrete placement for early morning, late afternoon, or night.
11. Have all forms, equipment, and workers ready to receive and handle concrete.
12. Maintain one standby vibrator for every three vibrators used.
13. Keep all equipment and material cool by spraying with water including exteriors of forms, reinforcing steel, subgrade, chutes, conveyors, pump lines, tremies, and buggies.
14. Protect slab concrete at all stages against undue evaporation by applying a fog spray or mist above the surface or applying a monomolecular film. Where high temperatures and/or placing conditions dictate, use water-reducing retarding admixture (Type D) in lieu of the water-reducing admixture (Type A) as directed by the Owner's Testing Laboratory.
15. Provide continuous curing, preferably with water, during the first 24 hours using wet burlap, cotton mats, continuous spray mist, or by applying a curing compound meeting ASTM C 1315. Continue curing for 3 days minimum.
16. Cover reinforcing steel with water soaked burlap so that steel temperature will not exceed ambient air temperature immediately before placement of concrete.
17. As soon as possible, loosen forms and run water down the inside. When forms are removed, provide a wet cover to newly exposed surfaces.

#### **7-1.17B COLD WEATHER CONCRETING**

A. Definition:

1. Concrete shall not be placed when the outside air temperature is 40°F or less unless cold weather concreting practices are followed as specified below.
2. Cold weather concreting practices should also be followed whenever the average daily air temperature is expected to be less than 40°F for more than three successive days. The average daily air temperature is the average of the highest and lowest temperature occurring during the period from midnight to midnight. The requirement for adhering to these cold-weather concreting practices may be terminated when the air temperature is above 50° F for more than half of any 24 hour duration.
3. Cold-weather concreting practices invoked shall keep the temperature of the concrete immediately after placing within the following temperature ranges:

- (1) 55° to 75° F for sections less than 12 in. in the least dimension



- (2) 50° to 70° F for sections 12 to 36 in. in the least dimension
  - (3) 45° to 65° F for sections 36 to 72 in. in the least dimension
  - (4) 40° to 60° F for sections greater than 72 in. in the least dimension
4. Concrete Protection: Protect the concrete immediately after placing and during the defined protection period such that the concrete does not freeze nor fall below the temperature levels stated in the above paragraph. For concrete not loaded during construction the protection period shall be for a minimum of three days if cold-weather conditions persist. The time period may be reduced to a minimum of two days if Type III cement or an accelerating admixture is used or if an additional 100 pounds of cement per cubic yard is added to the concrete mix. Concrete fully loaded during construction shall be protected during cold weather conditions for whatever time period is required to obtain the required strength as determined by nondestructive strength tests (Windsor probe, Swiss Hammer Test) on the in-place concrete. Protect concrete surfaces from freezing for the first 24 hours even if cold-weather conditions do not officially exist due to high volatility in ambient temperatures.
  5. Protection Deficiency: If the temperature requirements during any portion of the protection period are not met but the concrete surface did not freeze, the protection period shall be extended until twice the deficiency expressed in degree-hours is made up. Deficiency degree-hours are defined as the average deficiency in temperature below the required value times the number of hours the deficiency persisted. Make-up degree hours are the average increase in temperature above the minimum value times the hours required to make up twice the deficiency degree-hours. Contact the Architect/Engineer if the concrete surface was allowed to freeze during the protection period.
  6. Protection Removal: As the protection is being removed the decrease in temperature measured at the surface of the concrete in a 24 hour period shall not exceed the following:
    - (1) 50° F for sections less than 12 in. in the least dimension
    - (2) 40° F for sections 12 to 36 in. in the least dimension
    - (3) 30° F for sections 36 to 72 in. in the least dimension
    - (4) 20° F for sections greater than 72 in. in the least dimension
  7. The maximum concrete temperature heated by artificial means at point of placement shall not exceed 90°F.
- B. Records: Under cold weather conditions, the Contractor shall keep records of outside air temperature, concrete temperature as placed and general weather conditions. The temperature record shall be taken no less than 2 times per 24 hour duration.
- C. Cold Weather Concreting Requirements: The following items, all or in part as required, should be followed to assure acceptable concrete in cold weather conditions:
1. Design the concrete mix to obtain high early strength by using higher cement content, a high early strength cement (Type III), or a specified non-chloride accelerator (ASTM C 494 Type C or E).
  2. Protect the concrete during curing period using insulating blankets, insulated forms, enclosures and/or heaters.
  3. Concrete cured in heated enclosures shall have heaters vented to prevent exposure of concrete and workmen to noxious gases.
  4. Frozen subgrade shall be thawed prior to concrete placement and snow and ice shall be removed from forms.
  5. Temperature of embedment in concrete must be heated to above 32° F prior to placing concrete
  6. Heat the mixing water and then blend hot and cold water to obtain concrete no more than 10°F above the required temperature.

7. Heat the aggregates by circulating steam in pipes placed in the storage bins for air temperatures consistently below 32°F. When either water or aggregate is heated to over 140°F combine them in the mixer first to obtain a maximum temperature of the mixture not to exceed 140°F in order to prevent flash set of the concrete.
8. Uniformly thaw aggregates far in advance of batching to prevent moisture variations in the stockpile.
9. Cover warmed stockpiles with tarps to retain heat.
10. Place air entraining admixture in the batch after the water temperature has been reduced by mixing with cooler solid materials.
11. Use wind screens to protect concrete from rapid cooling.
12. Place vertical pump lines inside the building, if possible, for concrete being pumped.
13. Maintain artificial heat as low as possible to reduce temperature stresses during cooling.
14. Avoid water curing of concrete except for parking garage structures. Apply the required curing compound to unformed surfaces as soon as possible to prevent drying of concrete from heated enclosures.
15. Delay form stripping as long as possible to help prevent drying from heated enclosures and to reduce damage to formed surfaces caused by premature stripping.
16. Provide triple thickness of insulating materials at corners and edges vulnerable to freezing.
17. Wrap protruding reinforcing bars with insulation to avoid heat drain from the warm concrete.
18. Gradually reduce the heat at the end of the heating period to reduce likelihood of thermal shock.

#### **7-1.18 PORTLAND CEMENT CONCRETE**

Portland cement concrete shall conform to the provisions in Section 90, "Concrete," of the Standard Specifications and these special provisions.

References to Section 90-2, "Portland Cement," of the Standard Specifications shall mean Section 90-2, "Minor Concrete," of the Standard Specifications.

Mineral admixture shall be combined with cement in conformance with the provisions in 90-1.02E, "Admixtures," of the Standard Specifications for the concrete materials specified in Section 56-3, "Standards and Poles," of the Standard Specifications.

The requirements of Section 90-1.02E, "Admixtures," of the Standard Specifications shall not apply to Section 19-3.02F(3), "Soil Cement Bedding," of the Standard Specifications.

The Department maintains a list of sources of fine and coarse aggregate that have been approved for use with a reduced amount of mineral admixture in the total amount of cementitious material to be used. A source of aggregate will be considered for addition to the approved list if the producer of the aggregate submits to the Transportation Laboratory certified test results from a qualified testing laboratory that verify the aggregate complies with the requirements. Prior to starting the testing, the aggregate test shall be registered with the Department. A registration number can be obtained by calling (916) 227-7228. The registration number shall be used as the identification for the aggregate sample in correspondence with the Department. Upon request, a split of the tested sample shall be provided to the Department. Approval of aggregate will depend upon compliance with the specifications, based on the certified test

results submitted, together with any replicate testing the Department may elect to perform. Approval will expire 3 years from the date the most recent registered and evaluated sample was collected from the aggregate source.

Qualified testing laboratories shall conform to the following requirements:

- A. Laboratories performing ASTM Designation: C 1293 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Concrete Proficiency Sample Program and shall have received a score of 3 or better on all tests of the previous 2 sets of concrete samples.
- B. Laboratories performing ASTM Designation: C 1260 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Pozzolan Proficiency Sample Program and shall have received a score of 3 or better on the shrinkage and soundness tests of the previous 2 sets of pozzolan samples.

Aggregates on the list shall conform to one of the following requirements:

- A. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1293, the average expansion at one year shall be less than or equal to 0.040 percent; or
- B. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1260, the average of the expansion at 16 days shall be less than or equal to 0.15 percent.

The amounts of cement and mineral admixture used in cementitious material shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.02, "Materials," or Section 90-1.02E, "Admixtures," of the Standard Specifications and shall conform to the following:

- A. The minimum amount of cement shall not be less than 75 percent by weight of the specified minimum cementitious material content.
- B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:
  - 1. When the calcium oxide content of a mineral admixture is equal to or less than 2 percent by weight, the amount of mineral admixture shall not be less than 15 percent by weight of the total amount of cementitious material to be used in the mix.
  - 2. When the calcium oxide content of a mineral admixture is greater than 2 percent by weight, and any of the aggregates used are not listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 25 percent by weight of the total amount of cementitious material to be used in the mix.
  - 3. When the calcium oxide content of a mineral admixture is greater than 2 percent by weight and the fine and coarse aggregates are listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 15 percent by weight of the total amount of cementitious material to be used in the mix.
  - 4. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," of the Standard Specifications is used, the amount of mineral admixture shall not be less than 10 percent by weight of the total amount of cementitious material to be used in the mix.
  - 5. When a mineral admixture that conforms to the provisions for silica fume in Section 90-1.02B, "Supplementary Admixture Materials," of the Standard Specifications is used and the fine and coarse aggregates are listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 7 percent by weight of the total amount of cementitious material to be used in the mix.
- C. The total amount of mineral admixture shall not exceed 35 percent by weight of the total amount of cementitious material to be used in the mix. Where Section 90-1.02, "Materials," of the Standard Specifications specifies a maximum cementitious content in pounds per cubic yard, the total weight of cement and mineral admixture per cubic yard shall not exceed the specified maximum cementitious material content.

Unless otherwise specified, mineral admixture will not be required in Portland cement concrete used for precast concrete girders.

#### **7-1.19 MISCELLANEOUS DRAINAGE FACILITIES**

This item shall consist of *miscellaneous drainage facilities including cross gutters (x-gutters), drain pipe, manholes, entrance structures, and catch basins* constructed in accordance with these Special Provisions at the specified locations in accordance with the dimensions, lines and grades as shown on the PLANS.

The Contractor shall provide test results and manufacturer's certificates of compliance for prequalification of all materials used in this subsection.

**CONCRETE.** Plain and reinforced concrete shall meet the requirements of Section 90, "Concrete", of the Standard Specifications, except as modified herein. Concrete shall be 1-inch maximum aggregate size, containing not less than 505 pounds of cementitious material per cubic yard of concrete (6-sack mix). The compressive strength of the concrete shall be at least 3,000 psi at 28 days. The slump shall not be more than 4 inches.

**REINFORCEMENT.** Reinforcement shall conform to the provisions in Section 52, "Reinforcement" of the Standard Specifications.

**DRAIN PIPE.** If type is not specified on the PLANS, drain pipe shall be Class IV reinforced concrete pipe conforming to Section 65 "Concrete Pipe", of the Standard Specifications, PVC Drain Pipe, or corrugated polyethylene with smooth interior wall and conforming to AASHTO M 294 requirements.

Reinforced concrete pipe and corrugated polyethylene pipe shall be rated for H-20 loading with 1-foot of cover.

**CATCH BASINS, CROSS GUTTER, AND MISCELLANEOUS DRAINAGE STRUCTURES.** Catch basins, cross gutters, and other miscellaneous drainage structures shall conform with the details shown on the PLANS. Catch basins may be cast-in-place or precast. Catch basins shall be equipped with base and extenders as needed and shall be supplied with galvanized frames and grates, rated for H-20 loading. Catch basin modifications shall include adjusting existing catch basins to grade, modification of existing catch basins to accept new pipe, or other modifications as shown on the PLANS. New H-20 rated galvanized frames and grates shall be provided when existing grate elevations are modified.

**PREPARING SUBGRADE.** Excavation shall be made to the required width and depth, and the subgrade upon which the item is to be built shall be compacted to a firm uniform grade. All soft and unsuitable material shall be removed and replaced with suitable approved material. When required, a layer of approved granular material, compacted to the thickness indicated in the PLANS, shall be placed to form a subbase. The underlying course shall be checked and accepted by the Engineer before placing as spreading operations are started.

**PLACING CONCRETE.** The forms and the mixing, placing, finishing, and curing of the concrete shall conform to the requirements of Section 90, "Concrete", of the Standard Specifications and shall be in accordance with the following requirements.

The concrete shall be tamped and spaded until it is consolidated and mortar entirely covers and forms the top surface. The surface of the concrete shall be floated smooth and the edges rounded to the radii shown on the PLANS. Before the concrete is given the final finishing, the surface shall be tested with a 10-foot straightedge, and any irregularities of more than 1/4-inch in 10 feet shall be eliminated.

The concrete shall be placed with dummy-grooved joints not to exceed 15 feet apart, except where shorter lengths are necessary for closures, but no section shall be less than 4 feet long.

Expansion joints of the type called for in the PLANS shall be constructed to replace a dummy groove at spacings of approximately 30 feet or as shown on the PLANS. When the gutter is placed next to concrete pavement, expansion joints in the gutter shall be located opposite expansion joints in the pavement. When the gutter abuts a pavement or other structure, an expansion joint shall be placed between the gutter and the other structure.

Forms shall not be removed within 24 hours after the concrete has been placed. Minor defects shall be repaired with mortar containing 1-part cement and 2-parts fine aggregate.

The operations of depositing, compacting, and finishing the item shall be constructed so as to build a satisfactory structure. If any section of concrete is found to be porous, other than minor defects which may be plastered, or is otherwise defective, it shall be removed and replaced by the Contractor without additional compensation.

**BACKFILLING.** After the concrete has set sufficiently, the spaces adjacent to the structure shall be refilled to the required elevation with material specified on the PLANS and compacted by mechanical equipment to at least 95 percent of the maximum density as determined by ASTM D 1557. The in-place density shall be determined in accordance with ASTM D 1556 or ASTM D 2157. In paved areas, the pavement shall be replaced to a depth equal to the existing or as shown on the PLANS.

Payment shall be made at the Contract price per each catch basin, per linear foot for each type of drainpipe, and by the square foot for each cross gutter. Said payment shall include excavation, backfill and full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing the concrete work, complete and in place, as shown on the PLANS. No separate payment shall be made for flared end sections or catch basin aprons. All costs for flared end sections shall

be included in the price paid for storm drainpipe. Catch basins, inlet, and outlet structures shall be paid for under the appropriate lump sum bid item.

#### **7-1.20 PAINT TRAFFIC STRIPE AND PAVEMENT MARKING**

Painted traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Markings," of the Standard Specifications and these special provisions.

Traffic stripe and pavement marking paint shall conform to the requirements in State Specification No. PTWB-01.

The color of the painted traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6628-01.

Retroreflectivity of the paint traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White painted traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd m<sup>-2</sup> lx<sup>-1</sup>. Yellow painted traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd m<sup>-2</sup> lx<sup>-1</sup>.

Traffic stripes and all markings shall be per CALTRANS standards as noted on the plans.

Contractor to place street centerline striping, lane line striping, limit lines, directional arrows and crosswalks as shown on the plans.

Any existing pavement striping and markings indicated on the plans to remain unmodified, which are destroyed by the Contractor shall be replaced by the Contractor. Payment for such items shall be included in the various items of work and no separate payment will be made therefore.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.04, "Public Safety", of the Standard Specifications.

Payment for any striping, marking & signage shall be considered as included in the contract price paid for each of these bid items and no additional payment will be made therefore.

#### **7-1.21 ADJUST FRAME AND COVER TO GRADE**

Frames and covers of existing manholes shall be adjusted to final finished grade in accordance with the provisions in Section 15 "Existing Facilities," of the Standard Specifications, these special provisions, and the City Standards. **Existing frame covers shall be demolished and the encasement lowered as necessary prior to any roadway excavation or cold-planing activities.** Special care shall be taken to ensure that dirt, debris, or other materials are not allowed to enter the affected utility. Any material that does enter the affected utility must be immediately removed at contractor expense.

Existing manhole frames and covers, if salvaged undamaged, may be reused. If damaged, a new frame and cover shall be furnished. Full compensation for furnishing new cast iron frame and cover for sewer and drainage manholes shall be considered as included in the various Contract price paid and no additional allowance will be allowed.

#### **7-1.22 ADJUST SURVEY MONUMENT**

Existing frames and covers, if salvaged undamaged, may be reused. If damaged, a new frame and cover shall be furnished. Existing survey monuments to remain undisturbed. If disturbed, contractor to be responsible for the resetting of monuments by qualified individual. Existing frame covers shall be demolished and the encasement lowered as necessary prior to any roadway excavation or cold-planing activities.

Full compensation for furnishing new cast iron frame and cover for survey monuments, and resetting of survey monuments if needed shall be considered as included in the various Contract price and no additional allowance will be allowed therefore.

#### **7-1.23 STREETLIGHTS**

The Contractor shall be responsible for the installation and connection of streetlights as per the Plans and the Engineer's Instructions.

The Contractor shall follow the City of Corcoran trenching standards and details shown in the Plans.

In cases where there is a need to trench for conduit through pedestrian sidewalk facilities, the Contractor shall carefully remove the sidewalk up to the nearest expansion joint. Upon installing the conduit and backfill, the Contractor shall proceed to reinstall new sidewalk panels that are consistent in design and material with the existing facilities.

Light standards and fixtures shall conform with the City of Corcoran Standards. Additionally, any upkeep or alterations to existing electrical systems must adhere to Section 87-21, "Existing Electrical Systems," of the Standard Specifications.

There will be no individual measurement for meeting the criteria in this section.

The labor, materials, tools, equipment, and expenses related to the tasks specified in the Plans and these Special Provisions are encompassed within the lump sum payment allocated for the bid item, **“Install City Standard Street Lights Complete and In Place”** with no further compensation permitted, therefore.

#### **7-1.24 CONDUIT**

Conduit shall be UL or ETL listed.

Buried conduit shall be Schedule 40 polyvinyl chloride (PVC) rigid non-metallic conduit to the requirements in the UL Standards for Rigid Non-Metallic Conduit (UL 651) unless otherwise specified on the Plans or these Special Provisions.

The sizes for new conduit shall be as shown on the Plans. If the conduit size is not given on the Plans, then the conduit shall be 3 inches in diameter.

All conduit designed as spare or purposely left unoccupied shall have tracer wire installed. In the case where there are multiple conduits placed in the same trench, only one shall have tracer wire. The rest shall have pull rope.

All installation work shall conform to Section 87-1.03B, “Conduit Installation”, of the Standard Specifications and PG&E’s Standards. Electrical installations must be conducted by electricians trained in electrical safety and comply with the National Electrical Code.

Warning Tape shall be placed over all new conduits and shall read, “Warning Electrical Line Below”. Contractor shall place the warning tape 6” below the finished grade. Where there is the presence of an aggregate base, the tape shall be placed 6” below the aggregate base as shown on the Plans.

The Contractor is responsible for identifying all subterranean obstacles and utilities. Conduits shall be positioned as near as practicable to the routing indicated in the Plans. Subsequent to the markout, the Contractor shall arrange a site meeting with the Engineer or assigned representative to outline the proposed equipment and conduit placements.

The Contractor shall install duct seal around wire, cable, and over empty conduits at all entry points to enclosures, pull boxes, and vaults.

#### **Subsurface Conduit**

The Contractor shall notify all corresponding utility companies and contact Underground Service Alert (USA) at least 48 hours prior to the commencement of any work which may require utility verification.

All trenching shall conform to the requirements specified in section 7-1.23, “Streetlights”, of these Special Provisions.

#### **7-1.25 COMMERCIAL METERED PEDESTAL**

The installation of the pedestal shall be performed in compliance with all the requirements of the 2022-2023 PG&E Greenbook Manual as well as Sections 86-1.02P, “Enclosures”, and 87-1.03E (3), “Concrete Pads, Foundations, and Pedestals”, of the Standard Specifications and these Special Provisions.

The Contractor is responsible for coordinating with PG&E and complying with the standards established by PG&E for conduit between the service point and the meter pedestal. In case of any conflict, the PG&E specifications and requirements shall take precedence over and be used in lieu of the conflicting portions.

#### **7-1.26 DUST CONTROL**

Dust control shall conform to the provisions of Section 18 of the Standard Specifications and these special Provisions. Full compensation for dust control shall be considered as included in the prices paid for the various Contract items of work and no separate payment will be made therefore.

#### **7-1.27 CONTRACT ITEMS OF WORK**

Contract items of work are described herein, including the method of measurement and payment.

This section specifies the method of measurement and payment for this Contract. Any method of measurement and payment described in the Standard specifications in conflict herewith is declared null and void.

It is intended herein that compensation for the entire work is to be accomplished through the combination of the various Contract pay items of work and compensation outside of these Contract items will not be allowed except for extra work ordered in writing by the City. In preparing this bid, the Contractor is enjoined to be diligent in making sure that all of his costs are covered by the Contract items of work.

Attention is directed to the bidding schedule. The Contractor is to indicate unit price bid and total price bid for the estimated quantities as shown.

#### **7-1.28 ROADWAY FINISHING**

Surplus material, tools and temporary structures shall be removed by the Contractor and all excess dirt, rubbish and excess earth from excavations shall be removed and disposed of by the Contractor at the end of each day. Work site to be left in a safe condition at all times. Payment for roadway finishing to include shoulder backing shall be considered as included in the various items of work and no additional allowance will be allowed therefore. Finishing roadway shall conform to the provisions in Section 22, "Finishing Roadway", of the Standard Specifications and these special provisions.

In addition to the conditions, provisions and requirements of Section 22-1.03, "Construction", of the Standard Specifications, the following shall apply:

The Contractor shall remove, from all affected areas, whether inside or outside the project limits, all excess and/or objectionable material originating within the project limits and transported by public traffic or by the Contractor's operations.

The Contractor may use any method, approved by the Engineer that does not create a dust problem to remove the excess and/or objectionable material from the affected areas. However, in residential areas, when a broom is used, a self-contained, pick-up type, power broom with water distribution system shall be used. The Contractor shall water test paved areas for ponding and flow prior to acceptance. Areas requiring mediation will be done at the contractor expense, and approved by the City Engineer.

#### **7-1.29 POST-CONSTRUCTION SURVEY**

*Reserved.*

#### **7-1.30 PAYMENT**

The method of payment for each item of work is described in Section 9 of the Standard Specifications.

Progress payments shall be payment for amount of work completed to the 20<sup>th</sup> of each month. All work not fully completed, but in progress, shall be discussed with the contractor and assessed by the Project Engineer, and shall be paid for on a percentage of completion or quantities completed basis. Progress payments shall be made to the Contractor upon approval of the City.

## FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### ATTACHMENTS

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

### (d) GENERAL

- (e) Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102©.

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. 23 CFR 633.102©.

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

- (f) 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. 23 CFR 633.102(d).

- (g) 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.
- (h) 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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

- (i) **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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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."

- (j) **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.
- (k) **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 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:
- (l) 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 or other knowledgeable company official.
- 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.

(m) **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.

(n) **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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

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

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

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

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

**(o) Training and Promotion:**

(p) 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. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

(q) 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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.

(r) **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 thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

(s) **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, 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, 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.

**(t) Assurances Required:**

(u) The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

(v) **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:

(w) 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

(x) 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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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.

### (y) Minimum wages (29 CFR 5.5)

(z) 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, 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.

(aa) 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 Administrator for determination. The 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.

**(bb) Withholding (29 CFR 5.5)**

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.

**(cc) Payrolls and basic records (29 CFR 5.5)**

(dd) 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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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.

(cc) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

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.

**(ff) Apprentices and trainees (29 CFR 5.5)**

(gg) 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. 23 CFR 230.111©(2). 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.

(hh) **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 as provided in 29 CFR 5.5.

(ii) **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.

(jj) **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 as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, 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.

(kk) **Certification of eligibility (29 CFR 5.5)**

(ll) 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

Pursuant to 29 CFR 5.5(b), 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.

(mm) **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. 29 CFR 5.5.

(nn) **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 currently provided in 29 CFR 5.5(b)(2)\* 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. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

(oo) **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. 29 CFR 5.5.

(pp) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

on long- standing interpretation of 23 CFR 635.116).

(qq) 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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

(rr) Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116©, 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.

(ss) 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. (based

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## VII. SAFETY: ACCIDENT PREVENTION

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

(tt) 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 Part 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. 23 CFR 635.108.

(uu) 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 Part 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). 29 CFR 1926.10.

(vv) 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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

#### **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. 2 CFR 180.220 and 1200.220.

(ww) Instructions for Certification – First Tier Participants:

(xx) 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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or



otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

(yy) 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 CFR 180.325.

\* \* \* \* \*

**(zz) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

(aaa) The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(bbb) 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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; and

(ccc) 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. 2 CFR 180.335(d).

(ddd) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(eee) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible

for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

**(fff) 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). 2 CFR 180.220 and 1200.220.

(ggg) By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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 \$25,51hresholdd. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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.

(hhh) 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. 2 CFR 180.325.

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

(iii) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(jjj) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(kkk) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(lll) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

(mmm) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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

(ooo) 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.

(ppp) 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.

**(qqq) USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

(rrr) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any

equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

- (sss) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

## **HOUSING AND URBAN DEVELOPMENT PROVISIONS**

This project is funded by the Community Development Block Grant (CDBG) which is administered by the United States Department of Housing and Urban Development. As such, this project has special requirements beyond what is typical of other Federally funded projects.

Following is a list of documents and forms that are attached to these provisions, and hereby incorporated into this Notice to Contractors and any future Contracts for this specific Project.

### **SECTION 1 – CDBG GUIDELINES**

This project is funded by Community Development Block Grant funding through the U.S. Department of Housing and Urban Development. As such, there are certain provisions that must be followed for this project. The following are some general guidelines that must be followed. These are not all inclusive, and the Contractor and Sub-Contractor are still required to be knowledgeable and conduct the project according to all rules and regulations referenced in these provisions.

#### **DAVIS-BACON PREVAILING WAGES**

This project is subject to federal Davis-Bacon prevailing wages. Since the State of California also has prevailing wages, the Contractor is required to pay the higher of the two prevailing wages for each worker classification. Both federal Davis-Bacon and California prevailing wages include fringe benefits such as vacation, sick pay, medical insurance, etc. These fringe benefits shall be considered when making a determination of which is the higher prevailing wage.

#### **CERTIFIED PAYROLLS**

Contractor is required to prepare, certify, and submit payrolls for all employees of CDBG funded projects. The Contractor shall ensure that certified payrolls of any subcontractor employees are also prepared, certified, and submitted. Payrolls need to be certified weekly once construction begins. Payroll Form WH -347 is attached to these provisions.

#### **JOBSITE POSTINGS & INTERVIEWS**

Contractor is required to display the designated prevailing wages, Davis-Bacon Poster (Form WH-1321), and California Labor Law Poster on the job site. The location of where these documents are displayed must be visible to all employees in an open and unconcealed location where employees are likely to see and have access to them.

Contractor is required to allow the City Engineer to conduct jobsite interviews of employees. The interview may consist of questions regarding wages, overtime, type of work, and similar type information. Verification of jobsite postings will also be conducted.

### **SECTION 3 WORKERS**

CDBG requires good faith efforts to include workers from low and very-low income persons. As such the Contractor shall make a good faith effort to include these workers in the project. A worker may qualify based on the following:

- Worker Self Certification that their income is below HUD's income limit.
  - HUD Income Limits: [huduser.gov/portal/datasets/il/il2022/select\\_Geography.odn](https://huduser.gov/portal/datasets/il/il2022/select_Geography.odn)
- Worker Self Certification of participating in public housing or Section 8 housing.
- Certification from Agency that Worker is a participant of public housing or Section 8 housing
- Employer Certification that Worker's income is below HUD's income limit
- Employer Certification that Worker is employed by Section 3 Businesses.

Contractors are encouraged to reach out to organizations who provide training opportunities such as Housing Authorities, Proteus, CSET, and similar organizations. Contractors can also broadly advertise for Section 3 subcontractors.

#### **APPRENTICESHIP**

Contractor shall make good faith efforts to include apprentices in this CDBG funded project.

### **SECTION 2 – CDBG ATTACHMENTS**

The following documents have specific provisions and regulations relating to CDBG funded projects and the Department of Housing and Urban Development. While the City Special Provisions provide basic information regarding CDBG, these documents contain more in depth detailed information. It is the Contractor's responsibility to follow and perform all aspects of the project according to these

rules and regulations. Questions regarding these rules and regulations as it pertains to this project can be directed to the City Engineer.

**ATTACHMENT A-1. DAVIS – BACON AND LABOR STANDARDS GUIDE**

This document is a guide for Contractors and Agencies on the basics of Davis-Bacon Standards. The document provides an overview of responsibilities such as federal minimum wages, apprenticeship requirements, and related labor rules. The guide also touches on other requirements such as payroll reports, on-site employee interviews, and corrections for found errors. It is the responsibility of the Contractor to certify payrolls and make these available to the City for review. Likewise City representatives shall be able to perform on-site interviews of employees to verify wages and/or other benefits required by CDBG funding.

**ATTACHMENT A-2. HUD – 4010: FEDERAL LABOR STANDARDS PROVISIONS**

This document is required by HUD to be part of the construction documents for CDBG funded projects. This document prescribes more in depth provisions for Davis-Bacon federal labor standards applicable to this project. This document discusses items such as minimum wages, withholding, payroll records, apprenticeship and trainees, subcontracts, debarment, and eligibility.

**ATTACHMENT A-3. HUD – CDBG FORM**

The Contractor awarded the project will be required to complete this form and return to the City.

**ATTACHMENT A-4. HUD FORM – 2516**

The Contractor awarded the project will be required to complete this form and return to the City.

**ATTACHMENT A-5. DAVIS-BACON POSTER**

This poster, also known as Form WH – 1321, shall be printed and displayed at the job site.

**ATTACHMENT A-6. PAYROLL FORM WH-347**

This form shall be used for weekly preparation of certified payrolls.

**SECTION 3 – RELATED REGULATIONS**

The following regulations pertain to the use of CDBG funds administered by the U.S. Department of Housing and Urban Development. These regulations may be incorporated in other parts and sections of these special provisions, as they are also requirements for other federal, state, and local projects. The intent is to more fully provide a reference to the federal laws governing this project.

- § Title 24 – Code of Federal Regulation, Part 570
- § Title 29 – Code of Federal Regulation, Parts 1, 3, 5, 6, & 7
- § The Davis Bacon Fair Labor Standards Act;
- § The Contract Work Hours and Safety Standards Act of 1962;
- § Copeland “Anti-Kickback” Act of 1934;
- § Fair Housing Act, Title VIII of the Civil Rights Act of 1968
  - Public Law 90-234 & Executive Order 11063 as amended by Executive Order 12259 implemented in 24 CFR Part 107;
- § Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- § Section 3 of the Housing and Urban Development Act of 1968, 24 CFR Part 75;
- § HUD Environmental Criteria and Standards (24 CFR Part 51);

*CITY OF CORCORAN  
DEPARTMENT OF PUBLIC WORKS*

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**BID BOOK**

**FOR**

*ORANGE AVENUE PEDESTRIAN FACILITY IMPROVEMENTS  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)*

**IN**

*CORCORAN, CA, ALONG ORANGE AVENUE BETWEEN  
HALSEY AVENUE & DAIRY AVENUE*

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Notice to bidders and Special Provisions dated: November 21, 2023  
Project Plans approved: November 21, 2023  
Caltrans Standard Specifications dated: 2023  
Caltrans Standard Plans dated: 2023

**Contract No. 223-004**

**Bid Opening Date: January 18, 2024**

(Because some colored inks will not reproduce in copy machines, please use black ink to complete this proposal.)

**PROPOSAL TO THE CITY OF CORCORAN**

**DEPARTMENT OF PUBLIC WORKS**

**ORANGE AVENUE PEDESTRIAN FACILITY IMPROVEMENTS  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

**NAME OF BIDDER  
BUSINESS P.O. BOX  
CITY, STATE, ZIP  
BUSINESS STREET ADDRESS**

*(Please include even if P.O. Box used)*

**CITY, STATE, ZIP**

**TELEPHONE NO:            AREA CODE (     )**

**FAX NO:                    AREA CODE (     )**

**CONTRACTOR LICENSE NO.**

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with Current California Department of Transportation Standard Plans, Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are dated November 21, 2023 and are entitled:

**CITY OF CORCORAN  
DEPARTMENT OF PUBLIC WORKS  
NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS FOR**

*ORANGE AVENUE PEDESTRIAN FACILITY IMPROVEMENTS  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)*

**IN**

*CORCORAN, CA, ALONG ORANGE AVENUE BETWEEN  
HALSEY AVENUE & DAIRY AVENUE*

The project plans for the work to be done were approved November 21, 2023 and are entitled:

**CITY OF CORCORAN  
ORANGE AVENUE PEDESTRIAN FACILITY IMPROVEMENTS  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (tt) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (uuu) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the *CITY OF CORCORAN'S* Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY OF CORCORAN*, and that discretion will be exercised in the manner deemed by the *CITY OF CORCORAN* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF CORCORAN* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *CITY OF CORCORAN*, within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *CITY OF CORCORAN* that the contract has been awarded, the *CITY OF CORCORAN* may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the *CITY OF CORCORAN*.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the *CITY OF CORCORAN*, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:



**BID SCHEDULE**  
**ORANGE AVENUE PEDESTRIAN FACILITY IMPROVEMENTS**  
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

<b>BASE BID</b>					
<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>EST. QTY.</b>	<b>UNIT PRICE</b>	<b>ITEM TOTAL</b>
1	Mobilization/Demobilization	LS	1		
2	Traffic Control	LS	1		
3	Prepare and Implement Storm Water Pollution Prevention Plan and Fugitive Dust Control	LS	1		
4	Clearing, Grubbing & Demolition	LS	1		
5	Construction Staking	LS	1		
6	Sawcut	LF	1115		
7	Class II Aggregate Base	TON	723		
8	Asphalt Concrete	TON	49		
9	Construct 4" Thick Concrete Sidewalk	SF	5935		
10	Construct City Standard Curb and Gutter	LF	600		
11	Construct City Standard Residential Driveway	EA	17		
12	Construct 6" Concrete Landscape Curb	LF	11		
13	Install 18" Deep Tree Root Barrier	LF	140		
14	Miscellaneous Street Operations	LS	1		
<b>BASE BID TOTAL COST IN FIGURES:</b>					

**BASE BID TOTAL COST IN WORDS:**

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**\*Mobilization Lump Sum Item No. 1 shall not exceed 5% of total Bid.**

<b>BID ADDITIVE</b>					
<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>EST. QTY.</b>	<b>UNIT PRICE</b>	<b>ITEM TOTAL</b>
15	Install City Standard Street Lights Complete and In Place	LS	1		
<b>BID ADDITIVE TOTAL COST IN FIGURES:</b>					

**BID ADDITIVE TOTAL COST IN WORDS:**

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The Bidder shall list the name and address, Contractor license number, and description of portion of work subcontracted of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions of the Standard Specifications and of the special provisions.

In the event of a discrepancy between words and figures, the words shall prevail. In case of a discrepancy between unit prices and totals, the unit price shall prevail.

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of the agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

Company Name:	
Attention To:	
Mailing Address:	
Phone Number:	
Fax Number:	

Bidder's Public Liability and Property Damage Insurance is placed with:

Company Name:	
Mailing Address:	
Phone Number:	
Fax Number:	

Bidder's Workers' Compensation Insurance is placed with:

Company Name:	
Mailing Address:	
Phone Number:	
Fax Number:	

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected.

**NOTE:** Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

Selection of bidder shall be based on the lowest responsive and responsible bid for the combined total of construction items. The City has the option to reject all bids with or without cause. The City also may at its discretion remove any item(s) from this project. It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Name:		
Title:		
Name of Company as Licensed:		
Business Address:		
Phone Number:		
California Contractor License No.		
Class and Expiration Date		
State of Incorporation (If Applicable)		
Evidence of authority to bind corporation is attached?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Signed:		Date:

### ACKNOWLEDGMENT OF ADDENDA

Addendum Number	Addendum Issue Date	Bidder Signature

**LIST OF SUBCONTRACTORS**

Business Name and Location	California Contractor License Number	Description of Portion of Work	Bid Items Numbers	Percentage of Bid Item Subcontracted

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

## **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

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

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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## PUBLIC CONTRACT CODE

### **PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

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

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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### **PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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



## **PUBLIC CONTRACT CODE 10232 STATEMENT**

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

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

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**NONCOLLUSION AFFIDAVIT**

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

To the *CITY OF CORCORAN*  
*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 Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.  
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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## 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.

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## **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

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

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**DISCLOSURE OF LOBBYING ACTIVITIES**

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

<b>1. Type of Federal Action:</b>	<b>2. Status of Federal Action:</b>	<b>3. Report Type:</b>
<input type="checkbox"/> a. contract	<input type="checkbox"/> a. bid/offer/application	<input type="checkbox"/> a. initial
<input type="checkbox"/> a. contract	<input type="checkbox"/> a. bid/offer/application	<input type="checkbox"/> a. initial
<input type="checkbox"/> b. grant	<input type="checkbox"/> b. initial award	<input type="checkbox"/> b. material change
<input type="checkbox"/> c. cooperative agreement	<input type="checkbox"/> c. post-award	
<input type="checkbox"/> d. loan		<b>For Material Change Only:</b>
<input type="checkbox"/> e. loan guarantee		year          quarter
<input type="checkbox"/> f. loan insurance		date of last report

<b>4. Name and Address of Reporting Entity</b>	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>
<input type="checkbox"/> Prime	<input type="checkbox"/> Subawardee
<input type="checkbox"/> Tier _____, if known	
<input type="checkbox"/> Congressional District, if known	<input type="checkbox"/> Congressional District, if known

<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>
	<input type="checkbox"/> CFDA Number, if applicable

<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>

<b>10. a. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)
(attach Continuation Sheet(s) if necessary)	

<b>11. Amount of Payment (check all that apply)</b>	<b>13. Type of Payment (check all that apply)</b>
<input type="checkbox"/> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<input type="checkbox"/> a. retainer
<b>12. Form of Payment (check all that apply):</b>	<input type="checkbox"/> b. one-time fee
<input type="checkbox"/> a. cash	<input type="checkbox"/> c. commission
<input type="checkbox"/> b. in-kind; specify: nature _____ value _____	<input type="checkbox"/> d. contingent fee
	<input type="checkbox"/> e. deferred
	<input type="checkbox"/> f. other, specify _____

<b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b>
(attach Continuation Sheet(s) if necessary)

<b>15. Continuation Sheet(s) attached:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
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<b>16.</b> 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: _____
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					Authorized for Local Reproduction
<b>Federal Use Only:</b>					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 (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. 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.

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

Accompanying this proposal is

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

in amount equal to at least ten (10) percent of the total of the bid.

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

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

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Licensed in conformance with an act providing for the registration of Contractors,

License No. Classification(s)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date:



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**Name, Signature, and Title of Bidder**

Business Address  
Place of Business

**CITY OF CORCORAN  
DEPARTMENT OF PUBLIC WORKS**

**BIDDER'S BOND**

We, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety are bound unto the *CITY OF CORCORAN*, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for

*(Copy here the exact description of work, including location as it appears on the proposal)*

for which bids are to be opened at \_\_\_\_\_ on \_\_\_\_\_  
*(Insert place where bids will be opened) (Insert date of bid opening)*

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: \_\_\_\_\_, 20\_\_\_\_.

*Principal*  
*Surety*  
By \_\_\_\_\_  
*Attorney-in-fact*

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California  
City/County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_ before me \_\_\_\_\_, personally appeared \_\_\_\_\_,

*Attorney-in-fact*

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of \_\_\_\_\_, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL) \_\_\_\_\_  
*Notary Public*



## BIDDER'S REFERENCES

The following are the names, addresses and telephone numbers for three public agencies for which BIDDER has performed similar work within the past 2 years:

Name and Address of Owner			
Name and Phone Number of Person Familiar with Project			
Contract Amount		Date Completed	
Work Description			

Name and Address of Owner			
Name and Phone Number of Person Familiar with Project			
Contract Amount		Date Completed	
Work Description			

Name and Address of Owner			
Name and Phone Number of Person Familiar with Project			
Contract Amount		Date Completed	
Work Description			

# 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. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

<b>Local Agency to Complete this Section upon Execution of Award</b>		<b>16. TOTAL CLAIMED DBE PARTICIPATION</b>		\$
22. Local Agency Contract Number: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.		%
23. Federal-Aid Project Number: _____				
24. Bid Opening Date: _____				
25. Contract Award Date: _____				
26. Award Amount: _____		Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		
27. Local Agency Representative's Signature _____ 28. Date _____				
29. Local Agency Representative's Name _____ 30. Phone _____		17. Preparer's Signature _____ 18. Date _____		
31. Local Agency Representative's Title _____		19. Preparer's Name _____ 20. Phone _____		
		21. Preparer's Title _____		

DISTRIBUTION: 1. Original – Local Agency  
 1. 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.  
 2. Include additional copy with award package.

**INSTRUCTIONS – CONSTRUCTION CONTRACT DBE  
COMMITMENT FORM**

**CONTRACTOR SECTION**

- 1. Local Agency** - Enter the name of the local agency that is administering the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location(s) as it appears on the project advertisement.
- 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. NAICS or Work Category Codes** - Enter NAICS or Work Category Codes from the California Unified Certification Program database.
- 13. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 14. 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.
- 15. 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.
- 16. 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).
- 17. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 18. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 19. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 20. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 21. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

**LOCAL AGENCY SECTION**

- 22. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 23. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 24. Bid Opening Date** - Enter the date contract bids were opened.
- 25. Contract Award Date** - Enter the date the contract was executed.
- 26. Award Amount** – Enter the contract award amount as stated in the executed contract.
- 27. 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.
- 28. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 29. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 30. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 31. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

# EXHIBIT 15-H: CONTRACTOR GOOD FAITH EFFORTS

Project No(s). \_\_\_\_\_

Bid Opening Date \_\_\_\_\_

The *CITY OF CORCORAN* established a Disadvantaged Business Enterprise (DBE) goal of **21%** for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or 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.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed:**

- 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 made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

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

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

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

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

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- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

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- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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

Name of Agency/Organization	Method/Date of Contact	Results
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H. Any additional data to support a demonstration of good faith efforts:


# **CONTRACT DOCUMENTS**

**CITY OF CORCORAN  
DEPARTMENT OF PUBLIC WORKS**

**CONTRACT NO. 223-004**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of CORCORAN, hereinafter called "City", and \_\_\_\_\_ hereinafter called "Contractor".

**WITNESSETH:** That the parties hereto do mutually agree as follows:

**ARTICLE I.** That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the *CITY OF CORCORAN*, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with current California Department of Transportation Standard Plans, the Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be done are dated November 21, 2023 and are entitled:

**CITY OF CORCORAN  
DEPARTMENT OF PUBLIC WORKS  
NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS FOR**

*ORANGE AVENUE PEDESTRIAN FACILITY IMPROVEMENTS  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)*

**IN**

*CORCORAN, CA, ALONG ORANGE AVENUE BETWEEN  
HALSEY AVENUE & DAIRY AVENUE*

The project plans for the work to be done were approved November 21, 2023 and are entitled:

**CITY OF CORCORAN  
ORANGE AVENUE PEDESTRIAN FACILITY IMPROVEMENTS  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

(Article III has been revised to correspond with the elimination of State general prevailing wage rates from the Proposal - Contract Book.)  
(A watermark has been added which reads: INFORMATION ONLY - NOT TO BE COMPLETED WITH BID)  
(The watermark must be used for the Proposal Contract Book, but may be deleted for other purposes)  
(Use in Federal Projects, advertised 08-07-92 or later.)

**ARTICLE II.** The City hereby employs said Contractor to perform the work according to the terms of this Agreement and the SPECIFICATIONS for price(s) named in Contractor's bid proposal (hereinafter "Proposal"), and agrees to pay the same at the time, in the manner, and upon the conditions set forth in the SPECIFICATIONS; and the parties for themselves, their



heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE III.** It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement and the Proposal of said Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of said proposal conflicting herewith.

**ARTICLE IV.** Contractor acknowledges that State funds are being utilized to assist in the funding of the construction required in this Agreement and agrees that any required terms, conditions or covenants related to said federal funding not specifically made a part of this Agreement are hereby incorporated by this reference and shall be made a part of this Agreement.

**ARTICLE V.** Prior to starting construction under the terms of this Agreement, Contractor shall provide to the City a Faithful Performance Bond and the Labor Materials Bond, as required in the SPECIFICATIONS.

**ARTICLE VI.** Contractor and any subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or the work to be provided for hereunder. All parties shall make such materials available at their respective offices as required in the SPECIFICATIONS.

**ARTICLE VII.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

**ARTICLE VIII.** In addition to any other Indemnification requirements in the SPECIFICATIONS, the Contractor agrees to indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement, except such loss which was caused by the sole negligence or willful misconduct of the City.

**ARTICLE IX.** In addition to any other insurance provisions required in the SPECIFICATIONS, Contractor shall provide insurance to the City as set forth in Exhibits [1, 1-A, 2, 3, 4, 6, 11].

**ARTICLE X.** The Contractor, and the agents and employees of Contractor, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees or agents of the City.

**ARTICLE XI.** The City may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained or contained in the SPECIFICATIONS at the time and in the manner as required. In the event of such termination, the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to the Contractor upon demand.

**ARTICLE XII.** Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.

**ARTICLE XIII.** Time is of the essence in this Agreement.

**ARTICLE XIV.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto; and no oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto.

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

**ARTICLE XVI.** By my signature hereunder, as Contractor, I certify that 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 of this Agreement.

**ARTICLE XVII.** The Contractor agrees to comply with the State in effect ten days prior to the bid opening of January 18, 2024. These wage determinations and regulations are considered a part of this agreement.

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

**ARTICLE XIX.** And the said Contractor agrees to receive and accept \$ \_\_\_\_\_ as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the *CITY OF CORCORAN*, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**ATTEST:**

**CITY OF CORCORAN**

By: \_\_\_\_\_  
*Marlene Spain*  
*City Clerk, CITY OF CORCORAN*

\_\_\_\_\_  
*Greg Gatzka*  
*City Manager, CITY OF CORCORAN*

**CONTRACTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved and certified as being in conformance with the requirements of the State Contract Act.

Attorney, City of CORCORAN

Approved Effective

CITY OF CORCORAN  
DEPARTMENT OF PUBLIC WORKS

**PAYMENT BOND**  
(Section 3247, Civil Code)

**WHEREAS**, The City / County of \_\_\_\_\_, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor \_\_\_\_\_, hereafter designated as the "Principal", a contract for the work described as follows:

**AND WHEREAS**, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

**NOW, THEREFORE**, we the undersigned Principal and Surety are bound unto the Obligee in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for which payment, we bind ourselves, jointly and severally.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: \_\_\_\_\_, 20 \_\_\_\_

Correspondence or claims relating to this bond should be sent to the surety at the following address:

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

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

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California  
City / County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_ before me \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me

*Attorney-in-fact*

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of \_\_\_\_\_ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

\_\_\_\_\_  
Notary Public

CITY OF CORCORAN  
DEPARTMENT OF PUBLIC WORKS

**PERFORMANCE BOND**  
(To Accompany Contract)

Bond No. \_\_\_\_\_

**WHEREAS**, the City / County of \_\_\_\_\_, acting by and through the Department of Public Works, has awarded to Contractor \_\_\_\_\_, hereafter designated as the "Contractor", a contract for the work described as follows:

**AND WHEREAS**, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

**NOW, THEREFORE**, we the undersigned Contractor and Surety are held firmly bound to the City / County of \_\_\_\_\_ in the sum of \$ \_\_\_\_\_ dollars (\$ \_\_\_\_\_), to be paid to said City / County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the City / County of \_\_\_\_\_, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

**IN WITNESS WHEREOF**, We have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

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

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

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California, City / County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me \_\_\_\_\_, a notary public in and for the City / County of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to this

*Attorney-in-fact*

instrument and known to me to be the attorney-in-fact of \_\_\_\_\_ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

CITY OF CORCORAN  
DEPARTMENT OF PUBLIC WORKS

**GUARANTEE**

In accordance with the terms of the Contract for the ORANGE AVENUE PEDESTRIAN FACILITY IMPROVEMENTS COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) project between the City of CORCORAN (hereinafter referred to as City), and the undersigned which Contract provides for the installation of improvements per the plans and specifications for the above referenced project.

When the project is completed and accepted, we guarantee the same to be free from imperfect workmanship and/or materials and we agree to repair and/or replace at our own cost and expense, any and all such work and/or materials which may prove defective in workmanship or materials within a period of one year from the date of acceptance of the above named construction project, ordinary wear and tear or neglect excepted. We also agree to repair and/or replace at our own cost and expense any work and/or materials that we may disturb or displace in making good such defects.

Within twenty-four (24) hours after being notified in writing by the City or the City's representative, or the agent of either of them of any defects in said work or materials we agree to commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee and to complete the work within a reasonable period of time and in the event of our failure to so comply we collectively and expressly do hereby authorize the City and/or the City's representative, or the agent of either of them to proceed to have such work done at our expense and we will honor and pay the cost and charges therefore upon demand.

This guarantee is made expressly for and runs to the benefit of both the City of the above mentioned construction project and the City's representative and shall be enforceable by either of them.

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

Contractor's License Number: \_\_\_\_\_

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

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California  
City / County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me

*Attorney-in-fact*

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of \_\_\_\_\_ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

\_\_\_\_\_  
Notary Public



**COMMERCIAL GENERAL LIABILITY INSURANCE (Exhibit 1-A)**

**INSURER:  
POLICY NUMBER:  
INSURANCE COMPANY:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**--ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS--**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

**SCHEDULE**

Name of Organization

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

**WHO IS AN INSURED** (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

----- -Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees and volunteers.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City.

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\_\_\_\_\_  
Signature - Authorized Representative

\_\_\_\_\_  
Address

CG 20 10 11 85 Insurance Services Office, Inc. Form (Modified)

## AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT (Exhibit 2)

Endorsement No. _____	Effective: _____
<b>PRODUCER</b>  Telephone: _____	<b>POLICY INFORMATION:</b> Insurance Company: Policy Number: Policy Period: TM Deductible TM Self-Insured (check which) of \$ _____
<b>NAMED INSURED:</b>	APPLICABILITY. This insurance pertains to the operations of automobiles owned by or on behalf of the named insured under all written agreements and permits in force with the City checked here TM in which case, only the following specific agreements and permits with the City are covered: ENTITY AGREEMENTS/PERMITS
<b>TYPE OF INSURANCE</b> TM Business General Policy TM Other	<b>OTHER PROVISIONS:</b>
<b>LIMIT OF LIABILITY</b> \$ _____ per accident for bodily injury and property <b>LOSS ADJUSTMENT EXPENSE</b> TM Included in limits      TM In Addition to limits	Claims: Underwriter's representative for claims pursuant to this insurance. Name:  Address: Telephone:
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. <b>INSURED.</b> The City, its officers, officials, employees, and volunteers are included as insured with regard to damages and defense of claims arising from the ownership, operation, maintenance, use loading or unloading of any auto owned, leased, hired, or borrowed by the Named insured, or for which the Named Insured is responsible. 2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall (a) be primary insurance as respects the City, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be excess of the Named Insured's insurance and not contribute with it. 3. <b>CANCELLATION NOTICE.</b> With respect to the interests of the City, this insurance shall not be canceled, except after (30) day's prior written notice, by receipted delivery, has been given to the City. 4. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as: (1) If primary, Insurance Services Office form number CA0001 (Ed.6/92), Code 1 ("any auto"); or (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1). Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.	
<b>ENDORSEMENT HOLDER</b>	
<b>ENTITY</b> CITY OF CORCORAN 832 WHITLEY AVE CORCORAN, CA 93212	<b>AUTHORIZED REPRESENTATIVE</b> TM Broker/Agent TM Underwriter TM  I _____ (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature heron do so bind this company to this endorsement.  Signature: _____ <span style="margin-left: 150px;">(original signature required)</span>  Telephone: _____ Date Signed: _____



### WORKERS COMPENSATION AND EMPLOYER'S LIABILITY (Exhibit 3)

Endorsement No.	Effective Date
<b>PRODUCER</b>  Telephone:	<b>POLICY INFORMATION:</b> This special endorsement is attached to and forms a part of the following insurance policy.  Insurance  Company: Policy  Number:  Policy Period:
<b>NAMED INSURED</b>	<b>OTHER PROVISIONS</b>
Claims: Underwriter's representative for claims pursuant to this insurance.  Name:  Address:   Telephone:	<b>EMPLOYERS LIABILITY LIMITS</b>  \$ _____ Each Accident  \$ _____ Disease - Policy Limit  \$ _____ Disease - Each Employee
In consideration of the premium charged and not withstanding any inconsistent statement in the policy to which this endorsement is attached of any endorsement now or hereafter attached thereto, it is agreed as follows:	
1. CANCELLATION NOTICE. This Insurance shall not be canceled, except after thirty (30) days prior written notice, by receipted delivery, has been given to the City.	
2. WAIVER OF SUBROGATION. This Insurance Company agrees to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City.	
Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.	
<b>ENDORSEMENT HOLDER</b>	
<b>ENTITY</b> CITY OF CORCORAN 832 WHITLEY AVE CORCORAN , CA 93212	<b>AUTHORIZED REPRESENTATIVE</b> TM Broker/Agent TM Underwriter TM  I _____ (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature heron do so bind this company to this endorsement.  Signature: _____ <span style="margin-left: 150px;">(original signature required)</span>  Telephone: _____ Date Signed: _____

## CERTIFICATE OF INSURANCE (Exhibit 4)

<b>Issue Date:</b>	
PRODUCER	This certificate of insurance is not an insurance policy and does not amend extend or alter the coverage afforded by the policies below. <div style="text-align: right; margin-top: 10px;"> <b>Companies</b> <span style="float: right;"><b>Best's Rating</b></span> </div> Company Letter <b>A</b> _____ Company Letter <b>B</b> _____ Company Letter <b>C</b> _____
INSURED	

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be used or may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, limits shown may have been reduced by paid claims.

CO LTR	Type of Insurance	Policy Number	Policy Effective date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	All units in thousands	
	<b>General Liability</b> TM Commercial General  Liability TM Claims Made TM Occur.  TM Owners & Contractor's TM Other				General Aggregate	\$
		Products-Comp/Op Agg	\$			
		Personal & Adv. Injury	\$			
		Each Occurrence	\$			
		Fire Damage (any one fire)	\$			
		Med. Exp. (any one person)	\$			
	<b>Automobile Liability</b> TM Any Auto  TM All Owned Autos TM Scheduled Autos  TM Hired Autos TM Non-Owned Autos  TM Garage Utility				Combined Single Limit	\$
		Bodily Injury (per person)	\$			
		Bodily Injury (per accident)	\$			
		Property Damage	\$			
	<b>Excess Liability</b> TM Umbrella Form TM Other Than Umbrella				Each Occurrence	\$
		Aggregate	\$			
	<b>Worker's Compensation and Employer's Liability</b>				Statutory	\$
		Each Accident	\$			
		Disease Policy Limit	\$			
		Disease Each Employee	\$			
	<b>Other</b>				Amount of Insurance	\$

Description of operations/locations/vehicles/restrictions/special items:

**THE FOLLOWING PROVISIONS APPLY:**

1. None of the above described policies will be canceled until after 30 days written notice has been given to the City at the address indicated below.
2. The City, its officials, officers, employees and volunteers are added as insured on all liability insurance policies listed above.
3. It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with the insurance described above.
4. The City is named a loss payee on the property insurance policies described above, if any.
5. All rights of subrogation under the property insurance policy listed above have been waived against the City.
6. The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

**CERTIFICATE HOLDER/ADDITIONAL INSURED:**

CITY OF CORCORAN  
832 WHITLEY AVE  
CORCORAN, CA 93212

**AUTHORIZED REPRESENTATIVE**

Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Phone No. \_\_\_\_\_

## INSURANCE REQUIREMENTS FOR CONTRACTORS (Exhibit 6)

(Page 1/2)

(with Construction Risks)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01 11 88).
2. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for all risks of loss.

### **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000.00 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project.

### **Deductibles and Self-Insured Retentions**

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

### **Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, lease, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

**Verification of Coverage**

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time

**Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

**UNDERWRITER/BROKER CERTIFICATION (Exhibit 11)**

City: \_\_\_\_\_

City project identification: \_\_\_\_\_

Contractor providing contractual services: \_\_\_\_\_

Insurer(s): \_\_\_\_\_

Best rating(s): \_\_\_\_\_

Name and title of underwriter, broker, or agent completing certification: \_\_\_\_\_

I, the undersigned insurance underwriter, insurance broker, or agent do hereby certify that I have examined the insurance requirements prepared by the City for the above referenced project and have attached herewith certificates of insurance and all endorsements specified in the insurance requirements on forms provided by the City.

I further certify that the coverage's provided to the Contractor and described in the certificates of insurance conform in all respects to the requirements set forth in the insurance requirements, including, but not limited to the following considerations:

1. The scope of insurance is at least as broad as the minimum requirements identified in the insurance requirements;
2. The minimum occurrence limits and aggregate limits of insurance are consistent with those set forth in the insurance requirements;
3. All deductibles and/or self-insured retentions have been declared;
4. All required endorsements identified in the insurance requirements have been provided and copies have been attached to the appropriate certificate of insurance;
5. All policies of insurance have been placed with insurers with a current rating from the A.M. Best Company of not less than A: VII;
6. All endorsements have been signed by a person authorized by the insurer to bind coverage on its behalf.

The coverage's provided to the Contractor do not conform in all respects to the requirements set forth in the insurance requirements. An explanation of each and every variance from the requirements and an evaluation of the relative risk exposures and protections to the City and the Contractor are attached.

I understand that the City will not authorize the Contractor to initiate work on behalf of the City until this certification has been fully executed and returned to the City.

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California  
City / County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me  
*Attorney-in-fact*

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of \_\_\_\_\_ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

**(SEAL)**

\_\_\_\_\_  
Notary Public