

CITY OF CORCORAN NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS FOR WATER METER INSTALLATION PROJECT

For use in connection with federally funded Local Assistance construction projects administered under the Standard Specifications Dated 2018 and Standard Plans Dated 2018 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*

| Activity | Date |
|---|--|
| Deadline to Submit Questions | August 22nd, 2022 |
| Answers to Submitted Questions | August 26th, 2022 |
| Deadline for RFP submittal | September 9th, 2022 |
| City Committee review | September 12th - 16th, 2022 |
| Short-Listed Bidders Presentations | September 19th – 20th, 2022 |
| Selected Company notified | September 23rd, 2022 |
| Proposal and agreement presented to City Council for consideration | September 27th, 2022 |

*Subject to change upon previous notice

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City of Corcoran

WATER METER INSTALLATION PROJECT
BID CONDITIONS, GENERAL CONDITIONS, & SPECIAL PROVISIONS

CITY OF CORCORAN
DEPARTMENT OF PUBLIC WORKS
NOTICE TO CONTRACTORS

Sealed proposals for the work shown on the plans entitled:

**PROJECT BIDS FOR
WATER METER INSTALLATION PROJECT**

will be received at the Office of the City Clerk of the CITY OF Corcoran, 832 Whitley Avenue, Corcoran, California, until **2:30 PM on September 9th, 2022** at which time they will be publicly opened and read.

Proposal forms for this work are entitled:

**BID BOOK FOR
WATER METER INSTALLATION PROJECT**

General work description:

The work to be done includes, but is not limited to, the following: install new radio-read meters and transmitter units on 1) current unmetered service lines, and 2) current metered customers with a service line that is 3" and larger.

A Pre-Bid Meeting is not scheduled at this time.

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: 14%

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 photocopyable. 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" 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 Dylan Zable at email: dylan.zable@cityofcorcoran.com

Plans, specifications and bid documents may be obtained for a NONREFUNDABLE FEE OF \$ 40.00 per set from:

**City of Corcoran
City Hall
832 Whitley Ave.
Corcoran, California 93212**

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 _____
Marlene Spain

DATED _____

Department of Transportation: City Council of the City of Corcoran, State of California.

Engineer: City Engineer of the City of Corcoran, State of California, 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 2018 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 2018, and the Standard Plans dated 2018, 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:

The work to be done includes, but is not limited to, the following: install new radio-read meters and transmitter units on 1) current unmetered service lines, and 2) current metered customers with a service line that is 3" and larger. And other items of, or details not mentioned above, that are required by typical construction, Standard Specifications, or these special provisions.

Pursuant to the Land Surveyor's Act of the Business and Professions Code of the State of California, Section 8771, a corner record and/or record of survey locating/referencing all existing monuments in the project area shall be filed with the County Surveyor prior to and after construction activities. The City of Corcoran will prepare the corner record prior to construction activities. The Contractor is responsible for provision of the corner record or record of survey post-construction to satisfy this regulation. The cost shall be considered as in the various items of work and no separate payment will be made therefore.

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 classed 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 removing and disposing 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.

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 and 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 this 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 the 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 there on 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, 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 and 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 **360 working days**, based on the Caltrans Workday Calendar.

(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 day's 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.

(C) **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.

(D) 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.
2. 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 5:00 PM Monday through Friday except City holidays.

1-1.10 QUANTITIES

The quantities are furnished in the ENGINEER'S ESTIMATE for bidders' information only. They are not guaranteed as to accuracy. Bids will be based on the quantities of the various Contract items as listed in the Engineer's Estimate and the Bidding Schedule.

COPY OF ENGINEER'S ESTIMATE
(NOT TO BE USED FOR BIDDING PURPOSES)
WATER METER INSTALLATION PROJECT

(BLANK)

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 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. 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 opportunity to participate in the contract (49 CFR 26).

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

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

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

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

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

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

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 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

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

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

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

B. Good Faith Efforts Submittal

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

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

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with 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 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

C. Exhibit 15-G - Construction Contract DBE Commitment

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 structurework, 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 Avenue, Corcoran, CA

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

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

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

The Contractor shall begin work within 180 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of Corcoran.

This work shall be diligently prosecuted to completion before the expiration of **360 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

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 3.6 m 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 0.3-m deep.
 - 3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m indiameter.
 - 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 3.6 m 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 0.3-m transversely to 3 m longitudinally with respect to the edge of the traffic lane. If the 4.6-m 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) (Kilometers Per Hour) | Work Areas |
|--|--|
| Over 72 (45 Miles Per Hour) | Within 1.8 m of a traffic lane but not on a traffic lane |
| 56 to 72 (35 to 45 Miles Per Hour) | Within 0.9-m 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 3 m 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 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. Date of payment and total amount paid to each business

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

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

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

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.

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' Web site.

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 item 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 therefor.

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).

http://www.fws.gov/sacramento/es/Survey-Protocols-Guidelines/Documents/kitfox_standard_rec_2011.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 regards 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 – 7. (BLANK)

SECTION 8. MATERIALS

8-1.01 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 9. (BLANK)

SECTION 10. REQUEST FOR PROPOSALS

I. INVITATION TO SUBMIT PROPOSALS

A. BACKGROUND

The City of Corcoran is requesting proposals from qualified firms for the installation of approximately 1,768 new radio-read water meters, as well as the supply of requisite appurtenances, for the City of Corcoran water system. The deadline for full meter installation is December 2024. See Section III, Scope of Work and Schedule, for a detailed task overview.

Sealed proposals are requested and will be received by City of Corcoran for "City of Corcoran Water Meter Installation Project." Each proposal must be submitted in a sealed envelope clearly marked "RFP for City of Corcoran Water Meter Installation Project" on the outside of the envelope. Interested and qualified firms are requested to submit six (6) hard copies and an electronic version of a written proposal in a sealed envelope no later than 2:30 p.m. PT on September 9th, 2022. Bids received after this deadline will be returned unopened to the Bidder.

Sealed proposals will be accepted in person at the City of Corcoran City Hall, 832 Whitley Ave., Corcoran, CA 93212, or by mail to the same address. An electronic copy of the proposal is also required, preferably on a flash drive as one PDF file.

Requests for electronic copies of the RFP and any questions regarding this RFP or the Project should be directed to the Project Manager below. All questions must be received by August 22nd, 2022. Answers to questions will be responded to by August 26th, 2022, and they will be posted as "Addendum 1" on the City of Corcoran Public Notice webpage as well as sent to all parties that submitted a question.

Dylan Zable
832 Whitley Ave.
Corcoran, CA 93212
Email: dylan.zable@cityofcorcoran.com

The City of Corcoran reserves the right to accept or reject any and all proposals during the time for awarding the contract for the City of Corcoran Water Meter Installation Project. Furthermore, the City of Corcoran shall have the right to waive any minor informality or irregularity in any proposal. The City of Corcoran may reject any proposal that does not comply with Section IV (Instructions to Respondents) or other contract documents.

B. SCHEDULE

The following table details the tentative schedule for this RFP process:

| Activity | Date |
|---|--|
| Deadline to Submit Questions | August 22nd, 2022 |
| Answers to Submitted Questions | August 26th, 2022 |
| Deadline for RFP submittal | September 9th, 2022 |
| City Committee review | September 12th - 16th, 2022 |
| Short-Listed Bidders Presentations | September 19th – 20th, 2022 |
| Selected Company notified | September 23rd, 2022 |
| Proposal and agreement presented to City Council for consideration | September 27th, 2022 |

II. INTRODUCTION

A. BACKGROUND

The City of Corcoran provides water service to approximately 3,674 residential and commercial connections serving a population of approximately 23,000 people over an area of 6.4 square miles. Corcoran is in Kings County of the San Joaquin Valley, approximately 60 miles south of Fresno, at an elevation of 207 feet. This location could present challenges due to extreme heat (up to 115 degrees Fahrenheit in peak summer) and sporadic below freezing temperatures in the winter.

Of the 3,674 total water services, the City of Corcoran has 1,953 metered water services and 1,721 unmetered water services. Of those customers that are metered, the meters mainly consist of nutating disc Badger and Neptune models, ranging from 3/4 inch to 2 inch for residential customers and up to 12 inch for commercial and industrial customers. Below is a table that contains the quantities of each meter size in the distribution system:

Table II.A. Current Metered Service Lines in City of Corcoran Water System

| Meter Size | Quantity of Meters |
|-------------------|---------------------------|
| 3/4" | 132 |
| 1" | 1,459 |
| 1 1/2" | 120 |
| 2" | 195 |
| 3" | 12 |
| 4" | 15 |
| 6" | 13 |
| 8" | 5 |
| 10" | 1 |
| 12" | 1 |
| Total | 1,953 |

Approximately 95% of the meters are in outdoor concrete boxes with either concrete or fiberglass lids. The remaining meters are located either without a concrete box, within a metal box and lid, inside of a building, or installed in above ground enclosures. Approximately 90% of the City of Corcoran's water meters are approaching the end of their 20 year life cycle, while the other 10% has been replaced within the last 5 years.

The City also has many unmetered service lines. The following is a table that breaks down the quantities of each unmetered service line size in the distribution system. NOTE: This table is approximate, as not every service line has been located, exposed, and measured in the distribution system.

Table II.B. Current Unmetered Service Lines in City of Corcoran Water System

| Unmetered Service Line Size | Quantity |
|-----------------------------|----------|
| ¾" | 835 |
| 1" | 800 |
| 1 ½" | 20 |
| 2" | 50 |
| 3" | 5 |
| 4" | 3 |
| 6" | 7 |
| 8" | 1 |
| 10" | 0 |
| Total | 1,721 |

The City of Corcoran is now transitioning to a fully metered water system, utilizing metering technology that will increase operational efficiency and improve conservation and customer service objectives. The City has decided to utilize Neptune ultrasonic water meters with AMI metering technology.

B. OBJECTIVES

The City of Corcoran is soliciting proposals from qualified firms to install new radio-read meters and transmitter units on 1) current unmetered service lines, and 2) current metered customers with a service line that is 3" and larger. See the table below for the meters the City is soliciting proposals to install.

Table II.C. Services Lines that Need a New Meter

| Service Line Description | Quantity |
|--------------------------|----------|
| 3" Metered Services | 12 |
| 4" Metered Services | 15 |
| 6" Metered Services | 13 |
| 8" Metered Services | 5 |
| 10" Metered Services | 1 |
| 12" Metered Services | 1 |
| ¾" Unmetered Services | 835 |
| 1" Unmetered Services | 800 |

| | |
|-------------------------|-------|
| 1 ½" Unmetered Services | 20 |
| 2" Unmetered Services | 50 |
| 3" Unmetered Services | 5 |
| 4" Unmetered Services | 3 |
| 6" Unmetered Services | 7 |
| 8" Unmetered Services | 1 |
| Total | 1,768 |

This project is necessary to increase the accuracy, timeliness, and precision of the monthly meter readings by replacing all existing meters (or retrofitting new ones) with new Neptune ultrasonic water meters with AMI technology.

C. FINANCIAL INFORMATION

The City of Corcoran is using funds from California's State Water Resources Control Board Clean Water State Revolving Fund for this project. This project – and all conditions stated in this RFP – are contingent on these funds. If the funds are suddenly stopped for any reason, the project will be stopped and thus the agreement between the Awarded Bidder and the City of Corcoran will be voided without penalty. The awarded Bidder shall pay not less than the prevailing rate of per diem wages as determined by the U.S. Department of Labor under the Davis-Bacon Act.

III. SCOPE OF WORK AND SCHEDULE

The services required for the City of Corcoran Water Meter Installation Project are outlined below; however, final scope of work and schedule will be negotiated with the selected Bidder and may be modified. Bidders may exercise the option of partnering with others to complement the offerings in their proposals. The scope of work is divided into three parts, as outlined below.

Part A. Supply of Appurtenances

Part B. Cut-In of New Meters to Unmetered Service Lines

Part C. Replacement of Existing Commercial Water Meters 3" and Larger

A. SUPPLY OF APPURTENANCES

1. Furnish the appurtenances needed to cut-in 1,721 new radio-read meters.
2. Furnish the appurtenances needed to replace 47 commercial meters that are larger than 2" in diameter.

NOTE: The City will accept and consider proposals from qualified firms for Part A separately from Parts B-C.

B. CUT-IN OF NEW METERS TO UNMETERED SERVICE LINES

1. Install new water meter immediately downstream of water shut off valve to all unmetered water services using the requisite appurtenances furnished in Part A. This work may include, but is not limited to: notifying customer at least 24 hours before start of work, submitting USA North 811 utility locate tickets, saw-cutting concrete or asphalt, hand-, or vacuum-digging to expose water pipe on both sides of the shut off valve, turning off water shut off valve, replacing water shut off valve by crimping the copper or poly service line, raising the service line with a brass 90-degree elbow compression fitting, repairing any leaking or deteriorated section of pipe, replacing the concrete meter box and/or lid, backfilling and compacting, replacing

concrete or asphalt that was previously removed, installing remote transmitter unit, and completing a City-supplied work order form. The water meter will be supplied by the City. Inspections upon completion of each cut-in will be done by City staff.

C. REPLACEMENT OF EXISTING COMMERCIAL WATER METERS 3” AND LARGER

1. Replace any water meters that are larger than 2” in diameter. This work may include but is not limited to: notifying customer at least one week before start of work, submitting USA North 811 utility locate tickets, saw-cutting concrete or asphalt, hand-, vacuum-, or machine- digging to expose water pipe on both sides of the shut off valve, turning off water shut off valve, relocating water meter location, repairing any leaking or deteriorated section of pipe, replacing the concrete meter box and/or lid, backfilling and compacting, replacing concrete or asphalt that was previously removed, installing remote transmitter unit, and completing a City-supplied work order form. The water meter will be supplied by the City. Inspections upon completion of each replacement will be done by City staff.

The awarded Bidder(s) for the City of Corcoran Water Meter Installation Project shall comply with all federal, state, county, and city codes and regulations applicable to such work and perform the work in accordance with the requirements and specifications of the contract documents.

The City’s goal is to have all meters installed or replaced for its entire water system no later than the end of 2024.

IV. INSTRUCTIONS TO BIDDERS

A. ITEM 1: PROCESS FOR PROPOSAL EVALUATION AND CONTRACT AWARD

The City will follow the steps below to select the Bidder whose proposal has been deemed the most advantageous for the City to complete the installation of new water meters to unmetered service lines and replacement of commercial meters larger than 2” in diameter.

1. STEP ONE (PROPOSAL SUBMITTAL AND EVALUATION, DUE SEPTEMBER 9TH)

Bidders will submit their proposals in the period detailed in I, Invitation to Submit Proposals, which follows the RFP Response Formation Requirements. The City will then evaluate all the proposal packages submitted according to the following evaluation criteria below:

| Qualifications Evaluation Criteria | Weight Percentage |
|---|-------------------|
| 1. Qualifications of Bidder (Based on answers given in V, Evaluation Criteria 1: Qualifications of Bidder) | 30% |
| 2. Response to Technical Specifications (Based on answers given in VI, Evaluation Criteria 2: Technical Specifications) | 20% |
| 3. Cost Proposals (Based on answers given in VII, Cost Proposal Tables) | 50% |

2. STEP TWO (SITE VISIT, SEPTEMBER 19TH – 20TH)

If the City of Corcoran chooses, it can further evaluate up to three Bidders via site visits. The site visits will include

introductions to City and Bidder staff, discussion of the Bidder's experience level in installing and replacing water meters, deployment process, and a closer evaluation of the Project's site conditions.

Upon completion of the site visit to the short-listed Bidders, the City will then include that information into the evaluation criteria and weigh it appropriately.

3. STEP THREE (SELECTION, SEPTEMBER 23RD)

The City will then select their preferred Bidder's contract and enter into contract negotiations.

4. STEP FOUR (CONTRACT AWARD, SEPTEMBER 27TH)

Once the contract has been finalized, the City will then present the contract to City Council on September 27th. If the City Council approves of the contract, the Bidder will then be contacted to sign the necessary legal documents.

B. ITEM 2: RFP RESPONSE FORMAT

Bidders shall submit a written proposal that presents their qualifications, technical specifications of products, and costs as described below.

- A. Bidder shall submit three hard copies and one electronic copy (PDF) of the proposal package.
- B. In the written proposals package, the following items must be satisfied:
 - a. Cover letter on company letterhead, signed by the person who would enter contract negotiations with the City.
 - b. Responses to Evaluation Criterion 1-3.
 - c. No more than 50 pages long.
- C. Any discrepancies, need for interpretations, and Request for Information (RFI) in this RFP should be brought to the project manager's attention via email. Written answers to clarify questions that arise may then be issued to the public.
- D. The Scope of Work as described in III, Scope of Work and Schedule, and VI, Evaluation Criteria 2: Technical Specifications, of this RFP. The City reserves the right to add or eliminate portions of those sections, as the City deems necessary.
- E. Bidders should familiarize themselves with the local conditions to effectively respond to III, Scope of Work and Schedule, V, Evaluation Criteria 1: Bidder Qualifications, and VI, Evaluation Criteria 2: Technical Specifications.

V. EVALUATION CRITERIA 1: BIDDER QUALIFICATIONS

Provide responses to the questions below.

- 1. Provide a minimum of three references – preferably at least one from a municipality located within 150 miles of Corcoran - regarding similar projects completed by the Bidder within the past 15 years. These references should include contact names, telephone numbers, project descriptions and pictures, and project completion dates.
- 2. Provide information of past cost performance and ability to meet project schedules.
- 3. Provide information regarding the Bidder's subcontractors, including company names, addresses, contacts, phone numbers, and description of work they provide for similar projects.

4. Provide information regarding the Bidder's installation management, including proposed procedures and policies for project management, risk management, quality control, safety, training of personnel, customer contact, appointment scheduling, and ability to maintain schedule.
5. Provide information on the warranty provided when installing and replacing water meters.

VI. EVALUATION CRITERIA 2: TECHNICAL SPECIFICATIONS

The following describes the technical requirements for the three parts of the Project. For some items listed below, the City has identified minimum requirements that must be met. For those questions, a simple "yes" or "no" answer will suffice. For other items, brief narrative explanations are required.

In the proposals package, please provide responses to each lettered section of the Technical Specifications. If there is any lettered section to which the Bidder does not comply, clearly identify the exceptions. Attached documentation, such as product brochures that answer the technical specification questions, will also suffice.

A. SUPPLY OF APPURTENANCES

1. CURB STOP VALVE (UP TO 2" IN DIAMETER)

- a. Must be NSF/ANSI Standard 61 approved.
- b. Must be made from UNS/CDA No C89833 cast alloy.
- c. Shall be either straight curb stop or angle curb stop.
- d. Brass components made in contact shall be of lead-free alloy (UNS/CDA No C89833)
- e. Components that do not come in contact with potable water shall conform to AWWA Standard C800 (ASTM B62 and ASTM B584).
- f. Valve must be of the same diameter as the service line and water meter.
- g. Valve must have a compression fitting on one end (to connect to existing service line) and meter flange on the other.
- h. In proposal package, attach picture of curb stop valve that is being proposed in VII, Evaluation Criteria 3: Cost Proposal Tables.

2. METER TAILS (METER FLANGES FOR 1 1/2" AND UP) AND METER GASKETS

- a. Must be NSF/ANSI Standard 61 approved.
- b. Must be made from UNS/CDA No C89833 cast alloy.
- c. Brass components made in contact shall be of lead-free alloy (UNS/CDA No C89833)
- d. Components that do not come in contact with potable water shall conform to AWWA Standard C800 (ASTM B62 and ASTM B584).
- e. Meter swivel nuts must be of the same diameter as the service line and water meter.
- f. Meter gaskets must be made of rubber and be 1/8" thick.
- g. In proposal package, attach picture of meter swivel nut and meter gasket that is being proposed in VII, Evaluation Criteria 3: Cost Proposal Tables.

3. ELBOWS

- a. If a service line is deemed too deep and needs to be raised, it is to be raised upstream of the valve with an elbow of the following specifications and a new curb stop valve is to be installed.
- b. Must be NSF/ANSI Standard 61 approved.
- c. Must be made from UNS/CDA No C89833 cast alloy.
- d. Brass components made in contact shall be of lead-free alloy (UNS/CDA No C89833)
- e. Components that do not come in contact with potable water shall conform to AWWA Standard C800 (ASTM B62 and ASTM B584).
- f. Elbow must be of the same diameter as the service line, curb stop valve, and water meter.
- g. In proposal package, attach picture of elbow that is being proposed in VII, Evaluation Criteria 3: Cost Proposal Tables.

4. METER BOXES

- a. For buried meters up to 1" in diameter, the minimum dimensions that must be used are: 22" (length), 12" (height), and 14" (width).
- b. For buried meters that are at least 1 ½" in diameter, the minimum dimensions that must be used are: 52" (length), 12" (height), and 36" (width).
- c. Meter box must include knockouts that are centered on each end of the meter box.
- d. Box must be rated for ANSI/SCTE 77 Tier 22 at minimum.
- e. In proposal package, attach picture of meter boxes that are being proposed in VII, Evaluation Criteria 3: Cost Proposal Tables.

5. METER LIDS

- a. All lids that are installed must be composed of composite or Quazite® for meters up to 2". Meters that are 3" and larger require concrete lids. All lids must come with an antenna hole (approximately 2" in diameter).
- b. Lids must be rated for a minimum static design load of 8,000 lbs over a 10'x10' area.
- c. Lids must pass a minimum static test load of 12,000 lbs.
- d. In proposal package, attach picture of meter lids that are being proposed in VII, Evaluation Criteria 3: Cost Proposal Tables.

6. PVC PARTS

- a. All PVC parts that are used must be schedule 80 PVC.
- b. Must be made in USA.
- c. In proposal package, attach picture of PVC parts that are being proposed in VII, Evaluation Criteria 3: Cost Proposal Tables.

B. CUT-IN OF NEW METERS TO UNMETERED SERVICE LINES

1. NARRATIVE QUESTIONS

- a. Describe who will perform the installation (Bidder staff or subcontractor).

- b. Describe the steps that Bidder will use to cut-in a new water meter to an unmetered service line.

2. GENERAL REQUIREMENTS

- a. No installation work is to be done between 5:00 pm and 7:00 am except when required and authorized by the City. No work shall be done on Saturdays, Sundays, and City holidays, unless authorized by the City.
- b. The awarded Bidder must provide 72-hour notification to the customer before replacing or working on the meter.
- c. An installation is to be accepted by the City conditioned upon (1) a completed work order filled out by the installer, (2) satisfactory inspection by the City, and (3) successful capture of meter reading from that meter and transmitter by the City normally operating the AMI system.

3. AWARDED BIDDER STAFF REQUIREMENTS

- a. The awarded Bidder will designate an Installation Manager who is a direct employee of the Bidder's firm for the duration of the contract. The Project Manager will have the authority to handle and resolve any disputes or contract issues with the City. The City needs a sole point of contact for the entire Project that will have direct oversight over all of the elements of cutting-in new water meters.
- b. All installations must be performed by awarded Bidder's employees or subcontractors who are properly trained and experienced. To do this, each employee will be required to meet with Project Manager to review cut-in installation procedures.

4. ITEMS TO BE SUPPLIED BY AWARDED BIDDER

- a. The awarded Bidder will supply the following components of cutting-in new water meters: training and direct supervision of installers, appointment scheduling, problem solving and handling complaints, testing, and quality control.
- b. The awarded Bidder will furnish all tools and equipment necessary for the completion of all meter and transmission units under this contract.
- c. The awarded Bidder will be responsible for all vehicles it uses on the project. These vehicles should be stocked with the commonly used fittings and supplies needed for cutting-in new water meters.
- d. All parts that are removed from service must be returned to the City for salvage.

5. INSTALLATION PROCEDURES AND REQUIREMENTS

- a. The City will prepare door hangers that are to be used for customer notification regarding cutting-in a new water meter. The awarded Bidder must distribute these notifications at least 72 hours prior to the work at that address.
- b. Abide by Appendices A-C on pages 41-43.
- c. The awarded Bidder will be responsible for scheduling and handling all installation appointments. If necessary, the awarded Bidder must notify customers of any changes in schedule at least twelve hours in advance of the original appointment.

- d. If a curb stop valve is inaccessible, the awarded Bidder must make at least two attempts at reasonable times to contact the customer to gain access to the curb stop valve and document each attempt. After at least two unsuccessful attempts, the Installation Manager may request the City's Project Manager to schedule the water meter cut-in.
- e. A variety of site conditions will be encountered during installation. Some curb stop valves will be buried or submerged in water. At any time before or during the installation of a new meter, the awarded Bidder may inspect the existing curb stop valve setting and appurtenances. If the awarded Bidder determines that the conditions are such that damage to existing piping or other appurtenances would result, the Installation Manager must inform the City's Project Manager and the awarded Bidder will not attempt the installation until the site has been inspected by the City's Project Manager. A picture of the site must be taken.
- f. City personnel will be available to assist in locating curb stops, as some are not visually marked.
- g. If any repairs are needed before the curb stop valve, the City must authorize each repair and the repair is to be done by the awarded Bidder under the City's direction.
- h. For any cut-in on a service line that is at least 3" in diameter, the awarded Bidder must first pothole the service line where the meter is to be installed to verify pipe material and size. This must be done at least 24 hours before the meter is to be installed.
- i. Before the customer's water line is to be returned to service, the awarded Bidder must open the spigot immediately downstream of the customer's shut off valve as well as a spigot or faucet at the end of the customer's plumbing.
- j. The awarded Bidder will be responsible for removing and properly disposing of any dirt that was taken out to access a curb stop valve. Only enough dirt is to be removed to prevent dirt from entering the line during the installation. If grass, shrubbery, and/or irrigation piping is damaged by the installation process, the awarded Bidder must repair the damage to the original condition to the satisfaction of the customer by repairing the pipe or replanting, resodding, or reseeding the grass or shrubbery.
- k. If there are any leaks after cutting-in a new water meter, the awarded Bidder will be responsible for correcting any of the leaks that could be attributed to the meter installation if reported by the City or customer within one year of installation.

C. REPLACEMENT OF EXISTING COMMERCIAL WATER METERS 3" AND LARGER

1. NARRATIVE QUESTIONS

- a. Describe who will perform the installation (Bidder staff or subcontractor).
- b. Describe the steps that Bidder will use to replace an existing commercial water meter that is larger than 2".

2. GENERAL REQUIREMENTS

- a. No installation work is to be done between 5:00 pm and 7:00 am except when required and authorized by the City. No work shall be done on Saturdays, Sundays, and City holidays, unless authorized by the City.
- b. The awarded Bidder must provide at least one week notification to the customer before replacing or working on the meter.
- c. An installation is to be accepted by the City conditioned upon (1) a completed work order filled out by the installer, (2) satisfactory inspection by the City, and (3) successful capture of meter reading from that meter and transmitter by the City normally operating the AMI system.

3. AWARDED BIDDER STAFF REQUIREMENTS

- a. The awarded Bidder will designate an Installation Manager who is a direct employee of the Bidder's firm for the duration of the contract. The Project Manager will have the authority to handle and resolve any disputes or contract issues with the City. The City needs a sole point of contact for the entire Project that will have direct oversight over all the elements of cutting-in new water meters.
- b. All installations must be performed by awarded Bidder's employees or subcontractors who are properly trained and experienced. To do this, each employee will be required to meet with Project Manager to review meter replacement procedures.

4. ITEMS TO BE SUPPLIED BY AWARDED BIDDER

- a. The awarded Bidder will supply the following components of replacing water meters: training and direct supervision of installers, appointment scheduling, problem solving and handling complaints, testing, and quality control.
- b. The awarded Bidder will furnish all tools and equipment necessary for the completion of all meter and transmission units under this contract.
- c. The awarded Bidder will be responsible for all vehicles it uses on the project. These vehicles should be stocked with the commonly used fittings and supplies needed for cutting-in new water meters.
- d. All parts that are removed from service must be returned to the City for salvage.

5. INSTALLATION PROCEDURES AND REQUIREMENTS

- a. The City will prepare door hangers that are to be used for customer notification regarding replacing an existing water meter. The awarded Bidder must distribute these notifications at least 72 hours prior to the work at that address.
- b. Abide by Appendices A-C on pages 41-43.
- c. The awarded Bidder will be responsible for scheduling and handling all installation appointments. If necessary, the awarded Bidder must notify customers of any changes in schedule at least twelve hours in advance of the original appointment.
- d. If a meter box is inaccessible, the awarded Bidder must make at least two attempts at reasonable times to contact the customer to gain access to the meter and document each attempt. After at least two unsuccessful attempts, the Installation Manager may request the City's Project Manager to schedule the water meter replacement.
- e. A variety of site conditions will be encountered during installation. Some meters will be buried or submerged in water. At any time before or during the installation of a new meter, the awarded Bidder may inspect the existing meter box setting and appurtenances. If the awarded Bidder determines that the conditions are such that damage to existing piping or other appurtenances would result, the Installation Manager must inform the City's Project Manager and the awarded Bidder will not attempt the installation until the site has been inspected by the City's Project Manager. A picture of the site must be taken.
- f. City personnel will be available to assist in locating meter boxes, as some are not visually marked.
- g. If any repairs are needed before the curb stop valve within the meter box, the City must authorize each repair and the repair is to be done by the awarded Bidder under the City's direction.
- h. Before the customer's water line is to be returned to service, the awarded Bidder must open the spigot immediately downstream of the customer's shut off valve as well as a spigot or faucet at the end of the customer's plumbing.

- i. The awarded Bidder will be responsible for removing and properly disposing of any dirt that was taken out to access a curb stop valve. Only enough dirt is to be removed to prevent dirt from entering the line during the installation. If grass, shrubbery, and/or irrigation piping is damaged by the installation process, the awarded Bidder must repair the damage to the original condition to the satisfaction of the customer by repairing the pipe or replanting, resodding, or reseeding the grass or shrubbery.
- j. If there are any leaks after installing a new water meter, the awarded Bidder will be responsible for correcting any of the leaks that could be attributed to the meter installation if reported by the City or customer within one year of installation.

VII. EVALUATION CRITERIA 3: COST PROPOSAL TABLES

1. GENERAL REQUIREMENTS

- a. Bidder must provide prices for the equipment and services specified in VI, Evaluation Criteria 2: Technical Specifications. All quantities are estimated, and the City may purchase as indicated at the prices quoted.
- b. Bidder must complete each blank cell for each line item listed in the cost proposal tables below. Indicate “N/A” in Tables C.1-C.8 and D.1-D.6 if the Bidder is choosing to not bid on the installation work of the Project and is solely bidding on the supply of appurtenances of this RFP.
- c. Pricing is to remain firm for the period of the contract, which is currently estimated to be through December 31st, 2024.
- d. Include California state tax.

2. TABLES A. COST PROPOSAL TABLES FOR APPURTENANCES TO BE SUPPLIED FOR NEW METER CUT-INS

Table A.1. ¾” Meter Cut-In

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---|----------------------|-----------|------------|
| Number of Cut-Ins | 835 | N/A | N/A |
| Angle Curb Stop Valve | 420 | | |
| Straight Curb Stop Valve | 415 | | |
| Meter Tail | 835 | | |
| Meter Gaskets | 1,670 | | |
| Brass 90-Degree Elbow | 400 | | |
| B16 Meter Box | 635 | | |
| B16 Traffic Rated Meter Box | 200 | | |
| Meter Box Lid with Antenna Hole | 635 | | |
| Traffic Rated Meter Box Lid with Antenna Hole | 200 | | |
| Sch80 PVC Female Adapter | 835 | | |
| Sch80 PVC Coupling | 835 | | |
| Sch80 PVC Pipe | Per Foot | 1’ | |
| ¾” CTS Poly Tubing | Per Foot | 1’ | |
| ¾” CTS Stainless Steel Inserts | 750 | | |

Table A.2. 1” Meter Cut-In

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|------|----------------------|-----------|------------|
|------|----------------------|-----------|------------|

| | | | |
|---|----------|-----|-----|
| Number of Cut-Ins | 1000 | N/A | N/A |
| Angle Curb Stop Valve | 500 | | |
| Straight Curb Stop Valve | 500 | | |
| Meter Tail | 1000 | | |
| Meter Gaskets | 2000 | | |
| Brass Elbow | 600 | | |
| B16 Meter Box | 700 | | |
| B16 Traffic Rated Meter Box | 300 | | |
| Meter Box Lid with Antenna Hole | 700 | | |
| Traffic Rated Meter Box Lid with Antenna Hole | 300 | | |
| Sch80 PVC Female Adapter | 1000 | | |
| Sch80 PVC Coupling | 1000 | | |
| Sch80 PVC Pipe | Per Foot | 1' | |
| 1" CTS Poly Tubing | Per Foot | 1' | |
| 1" CTS Stainless Steel Inserts | 800 | | |

Table A.3. 1 ½" Meter Cut-In

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---|----------------------|-----------|------------|
| Number of Cut-Ins | 50 | N/A | N/A |
| Curb Stop Valve | 50 | | |
| Meter Flange | 50 | | |
| Meter Gaskets | 100 | | |
| Stainless Steel Bolt Kits | 100 | | |
| Brass Elbow | 40 | | |
| B30 Traffic Rated Meter Box | 50 | | |
| Traffic Rated Meter Box Lid with Antenna Hole | 50 | | |
| Sch80 PVC 24" L Nipple | 50 | | |
| Dayton Coupling | 50 | | |
| Sch80 PVC Pipe | Per Foot | 1' | |
| 1 ½" CTS Poly Tubing | Per Foot | 1' | |
| 1 ½" CTS Stainless Steel Inserts | 50 | | |

Table A.4. 2" Meter Cut-In

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---|----------------------|-----------|------------|
| Number of Cut-Ins | 100 | N/A | N/A |
| Curb Stop Valve | 100 | | |
| Meter Flange | 100 | | |
| Meter Gaskets | 200 | | |
| Stainless Steel Bolt Kits | 200 | | |
| Brass Elbow | 60 | | |
| B36 Traffic Rated Meter Box | 100 | | |
| Traffic Rated Meter Box Lid with Antenna Hole | 100 | | |
| Sch80 PVC 24" L Nipple | 100 | | |
| Coupling | 100 | | |
| Sch80 PVC Pipe | Per Foot | 1' | |
| 2" CTS Poly Tubing | Per Foot | 1' | |

| | | | |
|--------------------------------|-----|--|--|
| 2" CTS Stainless Steel Inserts | 100 | | |
|--------------------------------|-----|--|--|

Table A.5. 3" Meter Cut-In

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---|----------------------|-----------|------------|
| Number of Cut-Ins | 8 | N/A | N/A |
| 3' L DI Spool | 8 | | |
| Couplings | 16 | | |
| Stainless Steel Bolt Kits | 16 | | |
| Gaskets | 16 | | |
| B48 Traffic Rated Meter Box | 8 | | |
| Traffic Rated Meter Box Lid with Antenna Hole | 8 | | |

Table A.6. 4" Meter Cut-In

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---|----------------------|-----------|------------|
| Number of Cut-Ins | 6 | N/A | N/A |
| 3' L DI Spool | 6 | | |
| Couplings | 12 | | |
| Stainless Steel Bolt Kits | 12 | | |
| Gaskets | 12 | | |
| B52 Traffic Rated Meter Box | 6 | | |
| Traffic Rated Meter Box Lid with Antenna Hole | 6 | | |

Table A.7. 6" Meter Cut-In

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---|----------------------|-----------|------------|
| Number of Cut-Ins | 10 | N/A | N/A |
| 4' L DI Spool | 10 | | |
| Couplings | 20 | | |
| Stainless Steel Bolt Kits | 20 | | |
| Gaskets | 20 | | |
| B52 Traffic Rated Meter Box | 10 | | |
| Traffic Rated Meter Box Lid with Antenna Hole | 10 | | |

Table A.8. 8" Meter Cut-In

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|-------------------|----------------------|-----------|------------|
| Number of Cut-Ins | 3 | N/A | N/A |
| 4' L DI Spool | 3 | | |
| Couplings | 6 | | |

| | | | |
|---|---|--|--|
| Stainless Steel Bolt Kits | 6 | | |
| Gaskets | 6 | | |
| B52 Traffic Rated Meter Box | 3 | | |
| Traffic Rated Meter Box Lid with Antenna Hole | 3 | | |

3. TABLES B. COST PROPOSAL TABLES FOR APPURTENANCES TO BE SUPPLIED FOR REPLACEMENT OF COMMERCIAL METERS 3” AND LARGER

Table B.1. 3” Meter Replacement

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---------------------------|----------------------|-----------|------------|
| Number of Meters | 12 | N/A | N/A |
| Stainless Steel Bolt Kits | 24 | | |
| Gaskets | 24 | | |

Table B.2. 4” Meter Replacement

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---------------------------|----------------------|-----------|------------|
| Number of Meters | 15 | N/A | N/A |
| Stainless Steel Bolt Kits | 30 | | |
| Gaskets | 30 | | |

Table B.3. 6” Meter Replacement

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---------------------------|----------------------|-----------|------------|
| Number of Meters | 13 | N/A | N/A |
| Stainless Steel Bolt Kits | 26 | | |
| Gaskets | 26 | | |

Table B.4. 8” Meter Replacement

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---------------------------|----------------------|-----------|------------|
| Number of Meters | 5 | N/A | N/A |
| Stainless Steel Bolt Kits | 10 | | |
| Gaskets | 10 | | |

Table B.5. 10” Meter Replacement

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---------------------------|----------------------|-----------|------------|
| Number of Meters | 1 | N/A | N/A |
| Stainless Steel Bolt Kits | 2 | | |
| Gaskets | 2 | | |

Table B.6. 12” Meter Replacement

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---------------------------|----------------------|-----------|------------|
| Number of Meters | 1 | N/A | N/A |
| Stainless Steel Bolt Kits | 2 | | |
| Gaskets | 2 | | |

4. TABLES C. COST PROPOSAL TABLES FOR LABOR FOR NEW METER CUT-INS

Table C.1. ¾” Meter Cut-In

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 835 | N/A |
| Labor | 835 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table C.2. 1” Meter Cut-In

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 1000 | N/A |
| Labor | 1000 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table C.3. 1 ½” Meter Cut-In

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 50 | N/A |
| Labor | 50 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table C.4. 2” Meter Cut-In

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 100 | N/A |
| Labor | 100 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table C.5. 3” Meter Cut-In

| Item Description | Quantity | Total Cost |
|-------------------|----------|------------|
| Number of Cut-Ins | 8 | N/A |
| Labor | 8 | |

| | | |
|--------------------------|--|--|
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table C.6. 4" Meter Cut-In

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 6 | N/A |
| Labor | 6 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table C.7. 6" Meter Cut-In

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 10 | N/A |
| Labor | 10 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table C.8. 8" Meter Cut-In

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 3 | N/A |
| Labor | 3 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

5. TABLES D. COST PROPOSAL TABLES FOR LABOR FOR REPLACEMENT OF COMMERCIAL METERS 3" AND LARGER

Table D.1. 3" Meter Replacement

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Meters | 12 | N/A |
| Labor | 12 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table D.2. 4" Meter Replacement

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 15 | N/A |
| Labor | 15 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table D.3. 6" Meter Replacement

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 13 | N/A |
| Labor | 13 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table D.4. 8" Meter Replacement

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 5 | N/A |
| Labor | 5 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table D.5. 10" Meter Replacement

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 1 | N/A |
| Labor | 1 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table D.6. 12" Meter Replacement

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 1 | N/A |
| Labor | 1 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

IX. APPENDIX

A. APPENDIX A: $\frac{3}{4}$ " AND 1" RESIDENTIAL WATER METER INSTALLATION

B. APPENDIX B: 1 ½" AND 2" WATER METER INSTALLATION



B. APPENDIX C: 3" AND LARGER WATER METER INSTALLATION

SECTION 11 – 13. (BLANK)

FHW-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification

required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. Davis-Bacon and Related Act Provisions

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one

classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for

a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

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

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable

predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general 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 grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered

transaction, unless authorized by the department or agency entering into this transaction.

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

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

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

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

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

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from

participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

FEMALE AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS

| Economic Area | | Goal (Percent) |
|---------------|---|-----------------------|
| 174 | Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama | 6.8 |
| 175 | Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity | 6.6 |
| 176 | San Francisco-Oakland-San Jose, CA: SMSA Counties: | 28.9 |
| | 7120 Salinas-Seaside-Monterey, CA CA Monterey | 25.6 |
| | 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo | 19.6 |
| | 7400 San Jose, CA CA Santa Clara, CA | 14.9 |
| | 7485 Santa Cruz, CA CA Santa Cruz | 9.1 |
| | 7500 Santa Rosa CA Sonoma | 17.1 |
| | 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano | 23.2 |
| | Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito | |
| | Sacramento, CA: SMSA Counties: | 16.1 |
| | 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo | 14.3 |
| 177 | Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba | |
| 178 | Stockton-Modesto, CA: SMSA Counties: | 12.3 |
| | 5170 Modesto, CA CA Stanislaus | 24.3 |
| | 8120 Stockton, CA CA San Joaquin | 19.8 |
| | Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne | |

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

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

TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

BIDDING DOCUMENTS

**CITY OF CORCORAN
DEPARTMENT OF PUBLIC WORKS**

BID BOOK

FOR

WATER METER INSTALLATION PROJECT

For use in connection with federally funded Local Assistance construction projects administered under the Standard Specifications Dated 2018 and Standard Plans Dated 2018 of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bid Opening Date: September 9th, 2022

INCLUDE WITH BID

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

(DO NOT DETACH)

PROPOSAL TO THE CITY OF CORCORAN

DEPARTMENT OF PUBLIC WORKS

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 or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Specifications Dated 2018 and Standard Plans Dated 2018, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work and scope of work are outlined in this document.

INCLUDE WITH BID

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:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as 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;
- (b) (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 8 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 *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

WATER METER INSTALLATION PROJECT

TABLES A. COST PROPOSAL TABLES FOR APPURTENANCES TO BE SUPPLIED FOR NEW METER CUT-INS

Table A.1. ¾” Meter Cut-In

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---|----------------------|-----------|------------|
| Number of Cut-Ins | 835 | N/A | N/A |
| Angle Curb Stop Valve | 420 | | |
| Straight Curb Stop Valve | 415 | | |
| Meter Tail | 835 | | |
| Meter Gaskets | 1,670 | | |
| Brass Elbow | 400 | | |
| B16 Meter Box | 635 | | |
| B16 Traffic Rated Meter Box | 200 | | |
| Meter Box Lid with Antenna Hole | 635 | | |
| Traffic Rated Meter Box Lid with Antenna Hole | 200 | | |
| Sch80 PVC Female Adapter | 835 | | |
| Sch80 PVC Coupling | 835 | | |
| Sch80 PVC Pipe | Per Foot | 1’ | |
| ¾” CTS Poly Tubing | Per Foot | 1’ | |
| ¾” CTS Stainless Steel Inserts | 750 | | |

Table A.2. 1” Meter Cut-In

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|------|----------------------|-----------|------------|
|------|----------------------|-----------|------------|

| | | | |
|---|----------|-----|-----|
| Number of Cut-Ins | 1000 | N/A | N/A |
| Angle Curb Stop Valve | 500 | | |
| Straight Curb Stop Valve | 500 | | |
| Meter Tail | 1000 | | |
| Meter Gaskets | 2000 | | |
| Brass Elbow | 600 | | |
| B16 Meter Box | 700 | | |
| B16 Traffic Rated Meter Box | 300 | | |
| Meter Box Lid with Antenna Hole | 700 | | |
| Traffic Rated Meter Box Lid with Antenna Hole | 300 | | |
| Sch80 PVC Female Adapter | 1000 | | |
| Sch80 PVC Coupling | 1000 | | |
| Sch80 PVC Pipe | Per Foot | 1' | |
| 1" CTS Poly Tubing | Per Foot | 1' | |
| 1" CTS Stainless Steel Inserts | 800 | | |

Table A.3. 1 ½" Meter Cut-In

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---------------------------|----------------------|-----------|------------|
| Number of Cut-Ins | 50 | N/A | N/A |
| Curb Stop Valve | 50 | | |
| Meter Flange | 50 | | |
| Meter Gaskets | 100 | | |
| Stainless Steel Bolt Kits | 100 | | |

| | | | |
|---|----------|----|--|
| Brass Elbow | 40 | | |
| B30 Traffic Rated Meter Box | 50 | | |
| Traffic Rated Meter Box Lid with Antenna Hole | 50 | | |
| Sch80 PVC 24" L Nipple | 50 | | |
| Coupling | 50 | | |
| Sch80 PVC Pipe | Per Foot | 1' | |
| 1 ½" CTS Poly Tubing | Per Foot | 1' | |
| 1 ½" CTS Stainless Steel Inserts | 50 | | |

Table A.4. 2" Meter Cut-In

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---|----------------------|-----------|------------|
| Number of Cut-Ins | 100 | N/A | N/A |
| Curb Stop Valve | 100 | | |
| Meter Flange | 100 | | |
| Meter Gaskets | 200 | | |
| Stainless Steel Bolt Kits | 200 | | |
| Brass Elbow | 60 | | |
| B36 Traffic Rated Meter Box | 100 | | |
| Traffic Rated Meter Box Lid with Antenna Hole | 100 | | |
| Sch80 PVC 24" L Nipple | 100 | | |
| Coupling | 100 | | |
| Sch80 PVC Pipe | Per Foot | 1' | |
| 2" CTS Poly Tubing | Per Foot | 1' | |

| | | | |
|--------------------------------|-----|--|--|
| 2" CTS Stainless Steel Inserts | 100 | | |
|--------------------------------|-----|--|--|

Table A.5. 3" Meter Cut-In

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---|----------------------|-----------|------------|
| Number of Cut-Ins | 8 | N/A | N/A |
| 3' L DI Spool | 8 | | |
| Couplings | 16 | | |
| Stainless Steel Bolt Kits | 16 | | |
| Gaskets | 16 | | |
| B48 Traffic Rated Meter Box | 8 | | |
| Traffic Rated Meter Box Lid with Antenna Hole | 8 | | |

Table A.6. 4" Meter Cut-In

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---|----------------------|-----------|------------|
| Number of Cut-Ins | 6 | N/A | N/A |
| 3' L DI Spool | 6 | | |
| Couplings | 12 | | |
| Stainless Steel Bolt Kits | 12 | | |
| Gaskets | 12 | | |
| B52 Traffic Rated Meter Box | 6 | | |
| Traffic Rated Meter Box Lid with Antenna Hole | 6 | | |

Table A.7. 6” Meter Cut-In

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---|----------------------|-----------|------------|
| Number of Cut-Ins | 10 | N/A | N/A |
| 4’ L DI Spool | 10 | | |
| Couplings | 20 | | |
| Stainless Steel Bolt Kits | 20 | | |
| Gaskets | 20 | | |
| B52 Traffic Rated Meter Box | 10 | | |
| Traffic Rated Meter Box Lid with Antenna Hole | 10 | | |

Table A.8. 8” Meter Cut-In

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---|----------------------|-----------|------------|
| Number of Cut-Ins | 3 | N/A | N/A |
| 4’ L DI Spool | 3 | | |
| Couplings | 6 | | |
| Stainless Steel Bolt Kits | 6 | | |
| Gaskets | 6 | | |
| B52 Traffic Rated Meter Box | 3 | | |
| Traffic Rated Meter Box Lid with Antenna Hole | 3 | | |

3. TABLES B. COST PROPOSAL TABLES FOR APPURTENANCES TO BE SUPPLIED FOR REPLACEMENT OF COMMERCIAL METERS 3” AND LARGER

Table B.1. 3” Meter Replacement

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|------|----------------------|-----------|------------|
|------|----------------------|-----------|------------|

| | | | |
|---------------------------|----|-----|-----|
| Number of Meters | 12 | N/A | N/A |
| Stainless Steel Bolt Kits | 24 | | |
| Gaskets | 24 | | |

Table B.2. 4” Meter Replacement

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---------------------------|----------------------|-----------|------------|
| Number of Meters | 15 | N/A | N/A |
| Stainless Steel Bolt Kits | 30 | | |
| Gaskets | 30 | | |

Table B.3. 6” Meter Replacement

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---------------------------|----------------------|-----------|------------|
| Number of Meters | 13 | N/A | N/A |
| Stainless Steel Bolt Kits | 26 | | |
| Gaskets | 26 | | |

Table B.4. 8” Meter Replacement

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---------------------------|----------------------|-----------|------------|
| Number of Meters | 5 | N/A | N/A |
| Stainless Steel Bolt Kits | 10 | | |
| Gaskets | 10 | | |

Table B.5. 10” Meter Replacement

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---------------------------|----------------------|-----------|------------|
| Number of Meters | 1 | N/A | N/A |
| Stainless Steel Bolt Kits | 2 | | |
| Gaskets | 2 | | |

Table B.6. 12” Meter Replacement

| Item | Quantity (Estimated) | Unit Cost | Total Cost |
|---------------------------|----------------------|-----------|------------|
| Number of Meters | 1 | N/A | N/A |
| Stainless Steel Bolt Kits | 2 | | |
| Gaskets | 2 | | |

4. TABLES C. COST PROPOSAL TABLES FOR LABOR FOR NEW METER CUT-INS

Table C.1. ¾” Meter Cut-In

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 835 | N/A |
| Labor | 835 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table C.2. 1” Meter Cut-In

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 1000 | N/A |
| Labor | 1000 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table C.3. 1 ½” Meter Cut-In

| Item Description | Quantity | Total Cost |
|------------------|----------|------------|
|------------------|----------|------------|

| | | |
|--------------------------|----|-----|
| Number of Cut-Ins | 50 | N/A |
| Labor | 50 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table C.4. 2” Meter Cut-In

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 100 | N/A |
| Labor | 100 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table C.5. 3” Meter Cut-In

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 8 | N/A |
| Labor | 8 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table C.6. 4” Meter Cut-In

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 6 | N/A |
| Labor | 6 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table C.7. 6” Meter Cut-In

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 10 | N/A |
| Labor | 10 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table C.8. 8” Meter Cut-In

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 3 | N/A |
| Labor | 3 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

5. TABLES D. COST PROPOSAL TABLES FOR LABOR FOR REPLACEMENT OF COMMERCIAL METERS 3” AND LARGER

Table D.1. 3” Meter Replacement

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Meters | 12 | N/A |
| Labor | 12 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table D.2. 4” Meter Replacement

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 15 | N/A |
| Labor | 15 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table D.3. 6” Meter Replacement

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 13 | N/A |
| Labor | 13 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table D.4. 8” Meter Replacement

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 5 | N/A |
| Labor | 5 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table D.5. 10” Meter Replacement

| Item Description | Quantity | Total Cost |
|------------------|----------|------------|
|------------------|----------|------------|

| | | |
|--------------------------|---|-----|
| Number of Cut-Ins | 1 | N/A |
| Labor | 1 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

Table D.6. 12" Meter Replacement

| Item Description | Quantity | Total Cost |
|--------------------------|----------|------------|
| Number of Cut-Ins | 1 | N/A |
| Labor | 1 | |
| Other Costs (List Below) | | |
| | | |
| | | |
| | | |
| | | |

TOTAL BID AMOUNT: \$_____

WATER METER INSTALLATION PROJECT AMOUNTS: Unit Price for this project is for the project to be completed in accordance with drawings and specs, contract documents, including all costs to the City including, but not limited to, materials, labor, tools, insurance, cleanup, and warranties, shall be:

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

Total Amount (written in words) is: _____ Dollars and _____ Cents.

In the event of discrepancy between words and figures, the words shall prevail. In case of 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 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:

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

Bidder's Workers' Compensation Insurance is placed with:

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.

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.

Print or Type Name: _____

Title: _____

Name of Company as Licensed: _____

Business Address: _____

Telephone Number: _____

California Contractor License No.: _____

Class and Expiration Date: _____

State of Incorporation, if Applicable: _____

() Evidence of authority to bind corporation is attached. Dated: _____

Signed: _____

INCLUDE WITH BID

Acknowledgment of Addenda
Addendum No. Initial

Signature

Printed Name / Title

Company

Contractor's License Number / Expiration Date

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.

-

INCLUDE WITH BID

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.10, "Subcontractor List," of the Standard Specifications and Section 2, "Bidding," of the special provisions.

LIST OF SUBCONTRACTORS

[illegible]

INCLUDE WITH BID

**Bidder's List of subcontractors
(DBE and Non-DBE) Part 1**

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

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

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

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

INCLUDE WITH BID

**Bidder's List of subcontractors
(DBE and Non-DBE) Part 2**

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provide a quote or bid but were not selected to participate as a subcontractor on this project. Photocopy this form for additional firms.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

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

**INCLUDE
WITH BID**

INCLUDE WITH BID
(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.

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 check mark 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.

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.

INCLUDE WITH BID

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.

INCLUDE WITH BID

NON-COLLUSION 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.

INCLUDE WITH BID

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 judgement 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.

INCLUDE WITH BID
NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

- 1. Type of Federal Action:** **2. Status of Federal Action:** **3. Report Type:**

- a. contract
- b. grant
- c. cooperative agreement
- d. loan

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

- a. initial
- b. material change

For Material Change Only:

- e. loan guarantee
- f. loan insurance

year _____ quarter _____
date of last report _____

- 4. Name and Address of Reporting Entity**

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

Prime Subawardee
Tier _____, if known

Congressional District, if known

Congressional District, if known

- 6. Federal Department/Agency:**

- 7. Federal Program Name/Description:**

CFDA Number, if applicable _____

- 8. Federal Action Number, if known:**

- 9. Award Amount, if known:**

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

- b. Individuals Performing Services** (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

- 11. Amount of Payment (check all that apply)**

\$ _____ actual planned

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

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

- 13. Type of Payment (check all that apply)**

- | | |
|--------------------------|-------------------------|
| <input type="checkbox"/> | a. retainer |
| <input type="checkbox"/> | b. one-time fee |
| <input type="checkbox"/> | c. commission |
| <input type="checkbox"/> | d. contingent fee |
| <input type="checkbox"/> | e. deferred |
| <input type="checkbox"/> | f. other, specify _____ |

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

(attach Continuation Sheet(s) if necessary)

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

- 16. Information requested through this form is authorized by Title**

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

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

This disclosure form shall be completed by the reporting entity, whether sub-awardee 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 sub-award recipient. Identify the tier of the sub-awardees, e.g., the first sub-awardees of the prime is the first tier. Su-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub-awardees" 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(s). 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(s). 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

INCLUDE WITH BID

Accompanying this proposal is _____

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

in amount equal to at least ten 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 co-partnership, 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.

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

License No. _____ Classification(s) _____

ADDENDA -

This Proposal is submitted with respect to the changes to the contract included in addenda number/s _____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

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 Non-collusion 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: _____



SIGNATURE AND TITLE OF BIDDER

Business Address _____

Place of Business _____

Place of Residence _____

INCLUDE WITH BID

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

INCLUDE WITH BID

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:

| | | | |
|----|---|--------------|----------------|
| 1. | <hr/> | | |
| | Name and Address of Owner | | |
| | <hr/> | | |
| | Name and telephone number of person familiar with project | | |
| | <hr/> | | |
| | Contract amount | Type of work | Date completed |
| 2. | <hr/> | | |
| | Name and Address of Owner | | |
| | <hr/> | | |
| | Name and telephone number of person familiar with project | | |
| | <hr/> | | |
| | Contract amount | Type of work | Date completed |
| 3. | <hr/> | | |
| | Name and Address of Owner | | |
| | <hr/> | | |
| | Name and telephone number of person familiar with project | | |
| | <hr/> | | |
| | Contract amount | Type of work | Date completed |

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

| |
|-------|
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| <hr/> |
| <hr/> |

INCLUDE WITH BID

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

| 10. Bid Item Number | 11. Description of Work, Service, or Materials Supplied | 12. DBE Certification Number | 13. DBE Contact Information (Must be certified on the date bids are opened) | 14. DBE Dollar Amount |
|---------------------|---|------------------------------|--|-----------------------|
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|---|---|
| Local Agency to Complete this Section upon Execution of Award | |
| 21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> 25. Award Amount: _____ </div> <p style="margin-top: 10px;">Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> 26. Local Agency Representative's Signature _____ 28. Local Agency Representative's Name _____ 30. Local Agency Representative's Title _____ </div> <div> 27. Date _____ 29. Phone _____ </div> </div> | <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 15. TOTAL CLAIMED DBE PARTICIPATION </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> \$ % </div> <div style="margin-top: 10px;"> <p>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.</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> 16. Preparer's Signature _____ 18. Preparer's Name _____ 20. Preparer's Title _____ </div> <div> 17. Date _____ 19. Phone _____ </div> </div> </div> |

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

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

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT
CONTRACTOR SECTION

- 1. Local Agency** - Enter the name of the local 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 Location** - Enter the project location(s) as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

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

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

| | | | | | | | |
|---------------------------------|----------------------------|-------------------------------|---------------------------------|--|--------------|-----------------------------|--|
| 1. Local Agency Contract Number | | 2. Federal-Aid Project Number | | 3. Local Agency | | 4. Contract Completion Date | |
| 5. Contractor/Consultant | | | 6. Business Address | | | 7. Final Contract Amount | |
| 8. Contract Item Number | 9. DBE Contact Information | 10. DBE Certification Number | 11. Amount Paid While Certified | 12. Certification/Decertification Date (Letter Attached) | 13. Comments | | |
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If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

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|--|--|---|--|
| I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT | | | |
| 14. Contractor/Consultant Representative's Signature | | 15. Contractor/Consultant Representative's Name | |
| | | | |
| 16. Phone | | 17. Date | |
| | | | |
| I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED | | | |
| 18. Local Agency Representative's Signature | | 19. Local Agency Representative's Name | |
| | | | |
| 20. Phone | | 21. Date | |
| | | | |

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 15 H - DBE INFORMATION - GOOD FAITH EFFORTS

The City of CORCORAN established a Disadvantaged Business Enterprise (DBE) goal of 14 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

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

| Items of Work | Bidder Normally Performs Item (Y/N) | Breakdown of Items | Amount (\$) | Percentage Of Contract |
|---------------|---|-----------------------|----------------|------------------------------|
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- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

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

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

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

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

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

| Name of Agency/Organization | Method/Date of Contact | Results |
|-----------------------------|------------------------|---------|
| | | |
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- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

| 1. Local Agency Contract Number | | 2. Federal-Aid Project Number | | 3. Local Agency | | 4. Contract Completion Date | |
|--|--|---------------------------------------|------------------------------|-----------------------|-----|-----------------------------|---------------------------|
| 5. Contractor/Consultant | | | 6. Business Address | | | 7. Final Contract Amount | |
| 8. Contract Item Number | 9. Description of Work, Service, or Materials Supplied | 10. Company Name and Business Address | 11. DBE Certification Number | 12. Contract Payments | | 13. Date Work Completed | 14. Date of Final Payment |
| | | | | Non-DBE | DBE | | |
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| 15. ORIGINAL DBE COMMITMENT AMOUNT \$ | | | | 16. TOTAL | | | |

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

| | | | |
|---|--|---|--|
| I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT | | | |
| 17. Contractor/Consultant Representative's Signature | | 18. Contractor/Consultant Representative's Name | |
| | | | |
| 21. Local Agency Representative's Signature | | 22. Local Agency Representative's Name | |
| | | | |
| 23. Phone | | 24. Date | |
| | | | |

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

CONTRACT DOCUMENTS

CITY OF CORCORAN AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2022, 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 the California Department of Transportation Standard Specifications Dated 2018 and Standard Plans Dated 2018, 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 entitled:

WATER METER INSTALLATION PROJECT IN CORCORAN, CALIFORNIA

Contractor shall, in accordance with the SPECIFICATIONS and drawings therefore, furnish at its own expense all labor, materials, equipment and services as required therefore, and to do everything required in this Agreement and the SPECIFICATIONS.

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 and Federal prevailing wage determinations (whichever is the higher of the two) in effect ten days prior to the bid opening of March 9, 2021. 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, to wit:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

CITY OF CORCORAN, CALIFORNIA

BY _____

Marlene Spain
City Clerk, CITY OF CORCORAN

Greg Gatzka
City Manager, CITY OF CORCORAN

“CONTRACTOR”

BY _____

(Title)

CITY OF CORCORAN
DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, The CITY OF CORCORAN, 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 (\$_____), lawful money of the United States of America, one hundred percent (100%) of the Agreement amount 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:

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

_____, personally appeared _____,

CITY OF CORCORAN
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the CITY OF CORCORAN, 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 OF CORCORAN in the sum of \$ _____ dollars (\$ _____), lawful money of the United States of America, one hundred percent (100%) of the Agreement amount, to be paid to said City 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 OF CORCORAN, 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
_____, personally appeared _____,

GUARANTEE

CITY OF CORCORAN, Department of Public Works, Corcoran, California:

In accordance with the terms of the Contract for the WATER METER INSTALLATION 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 / Title

Company

Contractor's License Number / Expiration Date

Notary Required

SUBCONTRACTING REQUEST

CEM-1201 (REV 01/2020)

REQUEST NUMBER

| CONTRACTOR NAME | | | | COUNTY | ROUTE | | | |
|---|---|--|---------------------------------------|--|---|--------------------------|--|---|
| BUSINESS ADDRESS | | | | CONTRACT NUMBER | PROJECT IDENTIFIER NUMBER | | | |
| CITY AND STATE | | | | ZIP CODE | FEDERAL-AID PROJECT NUMBER <i>(from special provisions)</i> | | | |
| SUBCONTRACTORS (Name, Business Address, Phone) | CA STATE CONTRACTOR LICENSE NUMBER | PUBLIC WORKS CONTRACTOR REGISTRATION NUMBER | BID ITEM NUMBER(S) (1 per line) | PERCENTAGE OF BID ITEM SUBCONTRACTED | CHECK IF (See Categories Below) | | DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED | DOLLAR AMOUNT BASED ON BID AMOUNT |
| | | | | | 1 | 2 | | |
| | | | | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | <input type="checkbox"/> | <input type="checkbox"/> | | |

Categories: 1. Listed Under Fair Practices Act 2. Certified Disadvantaged Business Enterprise/Underutilized Disadvantaged Business Enterprise/Disabled Veteran Business Enterprise

I certify that:

- The specifications for labor set forth in the contract apply to the subcontracted work.
- If applicable (federal-aid projects only), Form FHWA-1273 has been inserted in the subcontracts and will be incorporated in any lower-tier subcontract.
- Written contracts have been executed for the subcontracted work noted above.

CONTRACTOR'S SIGNATURE

DATE

This section is to be completed by the resident engineer.

1. Total of bid items
2. Bid items previously subcontracted
3. Bid items subcontracted (this request)
4. Total of lines 2 and 3
5. Maximum amount of work allowed to be subcontracted (multiply line 1 by 70%)
6. Minimum amount prime contractor must perform with own forces (multiply line 1 by 30%)

| | |
|----|--|
| \$ | |
| \$ | |
| \$ | |
| \$ | |
| \$ | |

APPROVED

RESIDENT ENGINEER'S SIGNATURE

DATE

Copy Distribution: Original - Contractor Copy - Resident Engineer Copy - District Construction Office Copy - Office of Business and Economic Opportunity - business.support.unit@dot.ca.gov

SUBCONTRACTING REQUEST

CEM-1201 (REV 01/2020)

INSTRUCTIONS

All first-tier subcontractors must be included on a subcontracting request.

Before subcontracting work starts, the contractor will submit an original Form CEM-1201 according to the *Standard Specifications*.

- Ensure all subcontractors are:
 1. Listed on the subcontractor list at the time of bid, per the Subletting and Subcontracting Fair Practice Act; OR
 2. All 1st tier subcontractors regardless of dollar value.

When an entire item is subcontracted, show the contractor's bid price.

When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

- Compare line 5 to line 4. If line 5 is greater than line 4 the request can be approved.
- After approval, the resident engineer returns the original to the contractor and completes the remaining distribution as listed on the bottom of the form.
- Labor Compliance Office to review subcontractor licensing and registration.
- Labor Compliance Office completes PWC-100 form on California Department of Industrial Relations site for subcontractors that were not required to be listed at time of bid on the Subcontractor List form.

**THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF LISTED SUBCONTRACTORS,
DISADVANTAGED BUSINESS ENTERPRISE, OR UNDERUTILIZED DISADVANTAGED BUSINESS ENTERPRISES.**

GENERAL LIABILITY INSURANCE (Exhibit 1)

| | |
|---|--|
| Endorsement No. _____ Effective: _____ | |
| PRODUCER Telephone: _____ | POLICY INFORMATION: Insurance Company: Policy Number: Policy Period: <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured (check which) of \$ |
| NAMED INSURED: | APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City checked here <input type="checkbox"/> in which case, only the following specific agreements and permits with the City are covered: ENTITY AGREEMENTS/PERMITS |
| TYPE OF INSURANCE <input type="checkbox"/> Commercial General Policy <input type="checkbox"/> Business General Policy <input type="checkbox"/> Other | OTHER PROVISIONS: |
| LIMIT OF LIABILITY \$_____ per accident for bodily injury and property LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in limits <input type="checkbox"/> In Addition to limits | Claims: Underwriter's representative for claims pursuant to this insurance. Name: Address: Telephone: |
| <p>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:</p> <ol style="list-style-type: none"> 1. INSURED. The City, its officers, officials, employees, and volunteers are included as insured. 2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy (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 Insured's primary coverage. Any insurance or self-insurance maintained by the City, its offices, officials, employees, and volunteers shall be excess of the Insured's insurance and not contribute with it. 3. CANCELLATION NOTICE. 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 Entity. 4. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: <ol style="list-style-type: none"> (1) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001 (Ed.11/88); or (2) If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). <p>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.</p> | |
| ENDORSEMENT HOLDER | |
| ENTITY CITY OF CORCORAN 832 Whitley Avenue Corcoran, CA 93280 | AUTHORIZED REPRESENTATIVE <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> 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: _____ <div style="text-align: center;">(original signature required)</div> Telephone: _____ Date Signed: _____ |

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.

Signature - Authorized Representative

Address

CG 20 10 11 85 Insurance Services Office, Inc. Form (Modified)

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT (Exhibit 2)

| | |
|--|--|
| Endorsement No. _____ | Effective: _____ |
| PRODUCER Telephone: _____ | POLICY INFORMATION: Insurance Company: _____ Policy Number: _____ Policy Period: _____ <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured (check which) of \$ _____ |
| NAMED INSURED: _____ | 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 <input type="checkbox"/> in which case, only the following specific agreements and permits with the City are covered: ENTITY AGREEMENTS/PERMITS |
| TYPE OF INSURANCE <input type="checkbox"/> Business General Policy <input type="checkbox"/> Other | OTHER PROVISIONS: _____ |
| LIMIT OF LIABILITY \$_____per accident for bodily injury and property LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in limits <input type="checkbox"/> In Addition to limits | Claims: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: _____ |
| <p>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:</p> <p>1. INSURED. 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.</p> <p>2. CONTRIBUTION NOT REQUIRED. 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.</p> <p>3. CANCELLATION NOTICE. 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.</p> <p>4. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:</p> <p>(1) If primary, Insurance Services Office form number CA0001 (Ed.6/92), Code 1 ("any auto"); or</p> <p>(2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).</p> <p>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.</p> | |
| ENDORSEMENT HOLDER | |
| ENTITY CITY OF CORCORAN 832 Whitley Avenue Corcoran, CA 93280 | AUTHORIZED REPRESENTATIVE <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> 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: _____ <div style="text-align: center;">(original signature required)</div> Telephone: _____ Date Signed: _____ |

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY (Exhibit 3)

| | |
|---|--|
| Endorsement No. Effective Date | |
| PRODUCER Telephone: | POLICY INFORMATION: This special endorsement is attached to and forms a part of the following insurance policy. Insurance Company: Policy Number: Policy Period: |
| NAMED INSURED | OTHER PROVISIONS |
| Claims: Underwriter's representative for claims pursuant to this insurance. Name: Address: Telephone: | EMPLOYERS LIABILITY LIMITS \$ _____ Each Accident \$ _____ Disease - Policy Limit \$ _____ Disease - Each Employee |
| <p>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:</p> <p>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.</p> <p>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.</p> <p>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.</p> | |
| ENDORSEMENT HOLDER | |
| ENTITY CITY OF CORCORAN 832 Whitley Avenue Corcoran, CA 93280 | AUTHORIZED REPRESENTATIVE <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> 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: _____ <div style="text-align: center;">(original signature required)</div> Telephone: _____ Date Signed: _____ |

CERTIFICATE OF INSURANCE (Exhibit 4)

| | | | | | | | | | |
|-------------------------------|--|------------------|----------------------|-------------------------------|--|-------------------------------|--|-------------------------------|--|
| Issue Date: _____ | | | | | | | | | |
| PRODUCER | <p>This certificate of insurance is not an insurance policy and does not amend extend or alter the coverage afforded by the policies below.</p> <table style="width: 100%;"> <tr> <td style="width: 60%; text-align: center;">Companies</td> <td style="width: 40%; text-align: center;">Best's Rating</td> </tr> <tr> <td>Company Letter A _____</td> <td></td> </tr> <tr> <td>Company Letter B _____</td> <td></td> </tr> <tr> <td>Company Letter C _____</td> <td></td> </tr> </table> | Companies | Best's Rating | Company Letter A _____ | | Company Letter B _____ | | Company Letter C _____ | |
| Companies | Best's Rating | | | | | | | | |
| Company Letter A _____ | | | | | | | | | |
| Company Letter B _____ | | | | | | | | | |
| Company Letter C _____ | | | | | | | | | |
| 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 | |
|--------|---|---------------|----------------------------------|-----------------------------------|------------------------------|----|
| | General Liability <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur. <input type="checkbox"/> Owners & Contractor's <input type="checkbox"/> Other | | | | General Aggregate | \$ |
| | | | | | Products-Comp/Op Agg | \$ |
| | | | | | Personal & Adv. Injury | \$ |
| | | | | | Each Occurrence | \$ |
| | | | | | Fire Damage (any one fire) | \$ |
| | | | | | Med. Exp. (any one person) | \$ |
| | Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Utility | | | | Combined Single Limit | \$ |
| | | | | | Bodily Injury (per person) | \$ |
| | | | | | Bodily Injury (per accident) | \$ |
| | | | | | Property Damage | \$ |
| | Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella | | | | Each Occurrence | \$ |
| | | | | | Aggregate | \$ |
| | Worker's Compensation and Employer's Liability | | | | Statutory | \$ |
| | | | | | Each Accident | \$ |
| | | | | | Disease Policy Limit | \$ |
| | | | | | Disease Each Employee | \$ |
| | Other | | | | Amount of Insurance | \$ |

Description of operations/locations/vehicles/restrictions/special items:

THE FOLLOWING PROVISIONS APPLY:

- 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.
- The City, its officials, officers, employees and volunteers are added as insured on all liability insurance policies listed above.
- 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.
- The City is named a loss payee on the property insurance policies described above, if any.
- All rights of subrogation under the property insurance policy listed above have been waived against the City.
- 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 Avenue Corcoran, CA 93280 | AUTHORIZED REPRESENTATIVE Signature _____ Title _____ Phone No. _____ |
|---|---|

INSURANCE REQUIREMENTS FOR CONTRACTORS (Exhibit 6)

(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

Name of Company

Business Address and Phone Number

FEDERAL MINIMUM WAGE RATES

Davis-Bacon Requirements for DWSRF Projects

For purposes of this Exhibit only, “subrecipient” or “sub recipient” means the Recipient as defined in this Agreement.

For purposes of this Exhibit only, “recipient” or “State recipient” means the State Water Board.

I. Requirements Under the Safe Drinking Water Act, Section 1452(a)(5) For Sub recipients That Are Governmental Entities:

If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State Water Board at DavisBacon@waterboards.ca.gov or phone (916) 327-7323. The recipient or sub recipient may also obtain additional guidance from DOL’s web site at <http://www.dol.gov/whd/>.

1. Applicability of the Davis-Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract

- (i) While the solicitation remains open, the sub recipient shall monitor beta.sam.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor beta.sam.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from beta.sam.gov into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project carried out in whole or in part with assistance made available by the DWSRF, and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the Safe Drinking Water Act, Section 1452(a)(5), the following clauses:

(1) Minimum wages.

(i) 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 (a)(1)(iv) 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 § 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 (a)(1)(ii) 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.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, beta.sam.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, 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 State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including

the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) 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.

(iii) 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.

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

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or 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 (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) 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.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls 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 the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, 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 sub recipient(s).

(B) 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:

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

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

(3) 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.

(C) 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 (a)(3)(ii)(B) of this section.

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA 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 Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to

cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. 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.

(ii) Trainees. 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.

(iii) 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.

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

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

(10) Certification of eligibility.

(i) 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).

(ii) 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).

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

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any 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 Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore 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 (a)(1) of this section, in the sum of \$25 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 (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall 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 (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(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 (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or

subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

"General Decision Number: CA20220011 02/25/2022

Superseded General Decision Number: CA20210011

State: California

Construction Type: Residential

County: Kings County in California.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | | |
|---|--|--|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | | . Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | | . Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/07/2022 |
| 1 | 02/25/2022 |

* SUCA1982-003 11/01/1982

| | Rates | Fringes |
|-----------------------------------|---------|---------|
| CARPENTER..... | \$ 7.25 | ** |
| CEMENT MASON/CONCRETE FINISHER... | \$ 8.50 | ** |
| Drywall taper..... | \$ 7.50 | ** |
| ELECTRICIAN..... | \$ 7.73 | ** |
| FLOOR LAYER: Carpet..... | \$ 8.00 | ** |
| LABORER..... | \$ 7.25 | ** |
| PAINTER..... | \$ 8.19 | ** |
| PLASTERER..... | \$ 8.25 | ** |
| PLUMBER..... | \$ 8.25 | ** |
| ROOFER..... | \$ 7.25 | ** |
| Sheet Metal Worker..... | \$ 9.00 | ** |
| TILE SETTER..... | \$ 7.25 | ** |

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"