



CITY OF BELL GARDENS

**CONTRACT DOCUMENTS
PLANS, SPECIFICATIONS AND STANDARD DRAWINGS**

FOR

**HSIP CYCLE 8 PROJECT
VARIOUS INTERSECTION IMPROVEMENTS
FY 2019-2020**

FEDERAL ID: HSIPL - 5373(025)

IN THE CITY OF BELL GARDENS

THE CITY OF BELL GARDENS DBE CONTRACT GOAL FOR THIS PROJECT IS 13%.

PREPARED BY:



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Brea, CA 92821
714-940-0100, 714-940-0700

Contact: Douglas Benash, P.E., City Engineer

Infrastructure Engineers Project No. 6027.223

BID OPENING: NOVEMBER 20, 2019 AT 11:00 AM

**HSIP CYCLE 8 PROJECT
VARIOUS INTERSECTION IMPROVEMENTS
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IN THE CITY OF BELL GARDENS

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NOTICE INVITING SEALED BIDS

FOR

**HSIP CYCLE 8 PROJECT
VARIOUS INTERSECTION IMPROVEMENTS
FY 2019-2020
FEDERAL ID: HSIPL - 5373(025)**

IN THE CITY OF BELL GARDENS

PUBLIC NOTICE IS HEREBY GIVEN that the City of Bell Gardens as AGENCY, invites sealed bids for the above-stated project and will receive such bids in the offices of the City Clerk, City Hall, 7100 South Garfield Avenue, Bell Gardens, California 90201, up to the hour of 11:00 AM on November 20, 2019, at which time they will be publicly opened.

SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract documents. The general items of work furnishing all materials, equipment's, tools, labor, and incidentals needed to complete the project and doing all work necessary as indicated on the plans, specifications, and contract documents including but not limited to the modification of the existing signal systems including installation of conduits, pull boxes, new signal heads, sensor units, reprogramming of signal controller, traffic striping, markings, and traffic control; hauling and disposal; and all appurtenant equipment and work, as required by the plans and specifications, special provisions and other items not mentioned but indicated on the plans to provide a fully operational and complete signal system per the proposed signal phase diagram.

Copies of the Plans, Specifications, and contract documents are available on the City's website at <http://www.bellgardens.org/ABOUTBELLGARDENS/DocumentCentral.aspx> and at jjoaquin@agi.com.co. In order to be on the Plan Holders List for this project, each bidder must submit a Bidder's Information Sheet which is also available on the City's website. Bids will not be accepted unless the bidder is on the Plan Holder List.

To comply with SB 854, beginning January 1, 2015 the following applies:

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.

3. The project is subject to compliance monitoring and enforcement by the DIR.
4. Require the prime contractor to post job site notices prescribed by regulation (regulation not created yet) or the City must post the notices itself.

The Contractor shall fill in the Department of Industrial Relations (DIR) Contractor Registration Number Form provided in Appendix “B” and submit it with the sealed Bid.

Attendance at a pre-bid meeting is mandatory and will be held on November 13, 2019 at 11:00 AM at City Hall, 7100 South Garfield Avenue, Bell Gardens, California 90201. All Prime Contractors are required to have a representative attend and sign in at the pre-bid meeting. Failure to comply with this attendance and sign in requirements will result in Bidder’s proposal being found non-responsive to the required procedures.

Bidders shall be fully informed in respect to the requirements of the DBE Regulations. The DBE and UDBE Regulations in their entirety are incorporated herein by this reference. See Form FHWA 1273 in the Federal-Aid Requirements Section of this Specification.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per hourly wages for each craft, classification or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California, which are on file at the City Hall, City of Bell Gardens, 7100 South Garfield Avenue, Bell Gardens, California 90201, and are available to any interested party on request.

Attention is directed to the provisions of Section 1777.5 (Chapter 1141, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor under him. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, age, marital status, ancestry, sex, religion, or handicap will also be required.

This is a federally assisted contract. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts, will be enforced. In the event of a conflict between the Federal and State hourly wage rates, the higher of two will prevail.

This project is subject to Title 49, Code of Federal Regulations Part 26 (49 CFR 26) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” The City of Bell Gardens is implementing new Disadvantaged Business Enterprise requirements for Underutilized Disadvantaged Business Enterprises (UDBE) subject to Title 49, Code of Federal Regulations part 26 (49 CFR 26.5). In order to ensure Caltrans achieves its federally mandated statewide overall DBE goals, the City of Bell Gardens encourages the participation of Disadvantaged Business Enterprises (DBEs) and Underutilized Disadvantaged Business

Enterprises (UDBE) as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with Federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, age, marital status, ancestry, sex, religion, or handicap in the award and performance of subcontracts.

The City of Bell Gardens DBE Contract Goal for this project is 13%.

This project is part of the HSIP Program administered by the Federal Highway Administration (FHWA).

The AGENCY will deduct 5 percent retention from all progress payments as specified in Section 9-3.2 of these specifications. The Contractor may substitute an escrow holder surety of equal value to the retention. The Contractor shall be beneficial owner of the surety and shall receive any interest thereon. Contractor shall provide AGENCY with weekly payroll reports.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, age, marital status, ancestry, sex, religion, sexual orientation or handicap in any consideration leading to the award of contract.

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

Bids must be prepared on the approved Proposal forms or copies thereof in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside as follows:

**CITY OF BELL GARDENS
HSIP CYCLE 8
VARIOUS INTERSECTION IMPROVEMENTS PROJECT
FY 2019-2020
FEDERAL ID: HSIPL - 5373(025)**

The bid must be accompanied by cash, a certified or cashier's check, or bidder's bond, issued by an "admitted surety insurer" made payable to the AGENCY for an amount no less than 10 percent of the total base bid amount.

All bidders shall be licensed in accordance with the provisions of the Business and Professions Code and shall possess a State Contractor's License, Class C10, at the time of bid submittal. The successful Contractor and each of his subcontractors will be required to possess a Business License from the City.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity and to take all bids under advertisement for a period of sixty (60) days.

The total contract period for this project is One Hundred Twenty (120) working days from the effective date of the Notice-to-Proceed to be issued by the City. The working days will be split into two phases. Phase I, Procurement Phase, Notice-to-Proceed will be issued for awarded recipient to purchase equipment approximately 12-16 weeks. Phase II, Construction Phase, Notice to proceed will be issued thirty (30) working days prior to scheduled delivery date of poles/equipment, then forty (40) working days to complete construction including five (5) working days as move-in period.

BY ORDER OF the City of Bell Gardens, California.

Dated: _____, 2019

INSTRUCTION TO BIDDERS
HSIP CYCLE 8 PROJECT
VARIOUS INTERSECTION IMPROVEMENTS
FY 2019-2020
FEDERAL ID: HSIPL - 5373(025)
IN THE CITY OF BELL GARDENS

PROPOSAL FORMS

Bids shall be submitted, in writing, on the Proposal forms provided by the AGENCY or copies thereof. All information requested thereon must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any proposal not meeting these requirements. The submitted bids shall include a combined bid and separate bids for each intersection.

PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of cash, a certified or cashier's check or bid bond by an "admitted surety insurer" payable to the AGENCY in the amount not less than 10 percent of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set for the in those documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder had properly executed all contract documents.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside "BID FOR HSIP CYCLE 8 PROJECT VARIOUS INTERSECTION IMPROVEMENTS, FY 2017 – 2018 – IN THE CITY OF BELL GARDENS – DO NOT OPEN WITH REGULAR MAIL". Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY'S designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered.

WITHDRAWAL OF PROPOSALS

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

IRREGULAR PROPOSALS

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

TAXES

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

DISQUALIFICATIONS OF BIDDERS

In the event that any bidder acting as prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor. No proposals will be accepted from bidders who are not licensed in accordance with the provisions of the State Business and Professions Code; and who do not possess a State Contractor's License, Class C10, at the time of bid submittal.

DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the AGENCY and clarified prior to the submission of proposals.

EQUIVALENT MATERIALS

Although the bidder may believe that by use of a different material than that specified on/in the plans and specifications a lower cost project/bid may result, the bidder is to bid the project on the basis of using the material(s) as named keeping in mind that all materials named herein by manufacturer is not to prohibit the bidder considering using in his bid what he considers to be an equal material except where the AGENCY has designated a sole product. Once the bids have been opened the successful Contractor may discuss with the AGENCY the use of another product; which may result in a determination by the AGENCY that the other product is equal and possibly that by the

AGENCY allowing the use of the Contractor proposed equal that a change in the contract amount may result.

LEGAL RESPONSIBILITIES

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

Additionally, any bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per hourly wages as provided in Section 1773, et seq. of the Labor Code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California in its wage sheets.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. The award of contract may be combined for both intersections or separate contracts for each signal modification as determined by the Agency. Additionally, the AGENCY reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of 60 days, all as may be required to provide for the best interest of the AGENCY. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated. All bids will be compared with the City Engineer's Estimate.

LIQUIDATED DAMAGES

The Liquidated Damages for this project is one thousand dollars (\$1,000.00) per calendar day.

PROPOSAL
FOR
HSIP CYCLE 8 PROJECT
VARIOUS INTERSECTION IMPROVEMENTS
FY 2019-2020
FEDERAL ID: HSIPL - 5373(025)
IN THE CITY OF BELL GARDENS

TO THE CITY OF BELL GARDENS, as AGENCY

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

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump-sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump-sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10-working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

BID SCHEDULE
 FOR
HSIP CYCLE 8 PROJECT
VARIOUS INTERSECTION IMPROVEMENTS
FY 2019-2020
FEDERAL ID: HSIPL - 5373(025)
IN THE CITY OF BELL GARDENS

Item No.	Description	Estimated Quantity	Unit	Unit Price \$	Extended Amount \$
1	Traffic Control	1	LS		
2	Traffic Signal Upgrade for the Intersection of Eastern Avenue and Lubec Street	1	LS		
3	Traffic Signal Upgrade for the Intersection of Garfield Avenue and Loveland Street	1	LS		
4	Install Temporary Signal Poles	12	EA		
5	Potholing for Utility Lines and Foundations	1	LS		
6	Install Public Improvement Project Signs	4	EA		
7	Provide Construction Survey	1	LS		

TOTAL AMOUNT BASE BID IN FIGURES:

\$

TOTAL AMOUNT BASE BID IN WORDS: _____

_____ DOLLARS.

Bidder's Signature

Company Name

All work of this project shall be completed within **One Hundred Twenty (120) working days** from the effective date of the Notice-to-Proceed to be issued by the City. The working days will be split into two phases. Phase I, Procurement Phase, Notice-to-Proceed will be issued for awarded recipient to purchase equipment approximately 12-16 weeks. Phase II, Construction Phase, Notice to proceed will be issued **thirty (30) working days** prior to scheduled delivery date of poles/equipment, **five (5) working days** as mobilization period and **thirty five (35) working days** for construction and completion of the project.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work that are in excess of one-half of 1 percent of the total amount bid or \$10,000, whichever is greater, as follows:

Name:	_____
Address:	_____

Telephone No.:	_____
State License No.:	_____
Portion of Work:	_____
Name:	_____
Address:	_____

Telephone No.:	_____
State License No.:	_____
Portion of Work:	_____
Name:	_____
Address:	_____

Telephone No.:	_____
State License No.:	_____
Portion of Work:	_____
Name:	_____
Address:	_____

Telephone No.:	_____
State License No.:	_____
Portion of Work:	_____
Name:	_____
Address:	_____

Telephone No.:	_____
State License No.:	_____
Portion of Work:	_____

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

REFERENCES

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

1. _____
Name and Address of Owner

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
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2. _____
Name and Address of Owner

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

3. _____
Name and Address of Owner

Name and telephone number of person familiar with project

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:

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NONCOLLUSION AFFIDAVIT

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Telephone _____

State Contractor's License No. and Class _____

DIR Contractor's Registration Number _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and telephone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal (use additional 8 1/2" x 11" sheets if needed):

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal, or any firm, corporation, partnership or joint venturer of which any principal having an interest in this proposal was an owner, corporate officer, partner or joint venturer are as follows:

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

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seal of all forenamed principals this _____ day of _____, 20_____.

BIDDER _____

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

Signature of Contractor's Representative

Printed Name

Title

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

PROPOSAL GUARANTEE

BID BOND

FOR

**HSIP CYCLE 8 PROJECT
VARIOUS INTERSECTION IMPROVEMENTS
FY 2019-2020
FEDERAL ID: HSIPL - 5373(025)**

IN THE CITY OF BELL GARDENS

KNOW ALL PERSONS BY THESE PRESENTS that _____,
as BIDDER, and _____, a
corporation organized and existing under the laws of the State of _____, and
duly authorized to transact business under the laws of the State of California, as SURETY,
are held and firmly bound unto the City of Bell Gardens, as AGENCY, in the penal sum
of _____ Dollars
(\$_____), which is ten (10) percent of the total amount bid by BIDDER to
AGENCY for the above-stated project, for the payment of which sum, BIDDER and
SURETY agree to be bound, jointly and severally, firmly by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and
seals this _____ day of _____, 20__.

BIDDER* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

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

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

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 space provided.

Note: This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.

CITY OF BELL GARDENS

SAMPLE

CONTRACT AGREEMENT

FOR

**HSIP CYCLE 8 PROJECT
VARIOUS INTERSECTION IMPROVEMENTS
FY 2019-2020**

FEDERAL ID: HSIPL - 5373(025)

IN THE CITY OF BELL GARDENS

This Contract Agreement is made and entered into for the above-stated project this _____ day of _____, 20_____, BY AND BETWEEN the CITY OF BELL GARDENS as AGENCY, and _____, as CONTRACTOR.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole

thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensations, or to undertake self-insurance in accordance with the provisions of that code and certified compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California. Contractor understands that project is funded with Federal funds and, as such, the project is subject to Federal prevailing wages. The Contractor is to pay the higher of the Federal or State prevailing wages

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder. The liability insurance coverage values shall be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$1,000,000
Product/Completed Operations Hazard	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000
Contractual General Liability	\$1,000,000
Worker's Compensation	Statute

A combined single-limit policy with aggregated limits in the amount of \$2,000,000 will be considered equivalent to the required minimum limits.

The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with the carriers admitted to write insurance in California or carriers with a rating of or equivalent to A:VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval, in writing, from the City.

Insurance shall name the City of Bell Gardens, its officers, agents, and employees, including INFRASTRUCTURE ENGINEERS, as additional insured by endorsement of the Contractor's policy. A copy of the endorsement, showing policy limits, shall be provided to the City on or before signing this contract.

ARTICLE VII

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

ARTICLE VIII

The total contract time for completion of this project is One Hundred Twenty (120) working days from the effective date of notice to proceed to be issued by the Agency. This includes five (5) working days for Mobilization and thirty five (35) working days for construction. The liquidated damage for this project is one thousand dollars (\$1,000.00) per calendar day for each calendar day the project is not completed to the satisfaction of the Agency within the contract time including any extension of time granted by the Agency.

ARTICLE IX (RECORDS & AUDITS)

The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for 5 years after the expiration of this contract unless permission to destroy them is granted by the City.

ARTICLE X (PREVAILING WAGES)

(a) Contractor agrees to comply with the provisions of California Labor Code Section 1773.8, which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

(b) Contractor agrees to comply with the provisions of California Labor Code Section 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit no more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by a subcontractor.

(c) Contractor agrees to comply with the provisions of California Labor Code Section 1776 which requires Contractor and each subcontractor to (i) keep accurate payroll records, (ii) certify and make such payroll records available for inspection as provided by Section 1776, and (iii) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(d) Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that the Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

(e) Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours without approval of the City. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollar (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day or portion thereof during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division, 2, Part 7, Chapter 1, Article 3 of the California Labor Code. The Contractor may, with the approval of the City Engineer, use his employees to carry out work on the project beyond the normal eight (8) hour workday and on Saturdays, Sundays and Holidays provided the employees are paid at the following hourly rates:

- Week days (Monday through Fridays) after eight (8) hours daily and not to exceed twelve (12) hours daily total per day and not exceeding forty-eight (48) hours work in a seven (7) day period week at one and one-half (1.5) times the prevailing hourly wage for the initial eight (8) hours of regular work time for the time worked after the initial eight (8) hours regular time.
- Saturdays, Sundays and Holidays for time worked after forty (40) hours of regular work time in a seven (7) day period week at the rate of two (2.0) times the prevailing hourly wage for the initial eight (8) hours of regular weekday work time and not to exceed a total of forty-eight (48) hours of work within the seven (7) day work week period.

(f) California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to under 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.”

(g) Contractor agrees to pay the higher of prevailing wages of State versus Federal Wage Rates.

ARTICLE XI (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors

Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than 10 days of receipt by the Contractor of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime contractor or subcontractor to pay a subcontractor no later than 30 days .

of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of the agency. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

Prompt Payment of Withheld Funds to Subcontractors

Federal Regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor:

1. The local agency may decline to hold retainage from prime contractors and prohibit prime contractors and subcontractors from holding retainage from subcontractors.
2. The local agency may decline to hold retainage from prime contractors and include a contract clause, obligating the prime contractor and subcontractors to make prompt and full payment of any retainage kept by the prime contractor or subcontractor to all subcontractors within 30 days after the subcontractor's work is satisfactorily completed.
3. The local agency may hold retainage from the prime contractor and provide for prompt and regular incremental acceptances of portions of the contract, pay retainage to prime contractors based on the acceptances, and include a contract clause obligating the prime contractor and subcontractors to pay all retainage owed to all subcontractors for satisfactory completion of the accepted work within 30 days after receipt of the retainage. This clause must require the prompt release of retainage payments from the prime contractor to the subcontractor within a specified number of days after the subcontractor's work is satisfactorily completed.

In the above methods, a subcontractor's work is satisfactorily completed when all tasks called for in the subcontract have been accomplished and documented as required by the agency. The work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed, when an agency has made an incremental acceptance of a portion of the contract work. Federal Regulation (49 CFR 26.29) also requires that any delay or postponement of payment among the parties may take place only for good cause, must have the prior written approval of the agency, and that appropriate means of enforcement such as those contained in Section 7108.5 of the California Business and Professions Code must be included in the contract.

Annually, the local agencies choose one of the above three methods to ensure prompt pay. The local agency's choice will be reported to Caltrans when it completes the "Annual DBE Submittal Form" (Exhibit 9-B).

ARTICLE XII (DBE REQUIREMENTS)

DBE Requirements for this project is subject to Title 49, Code of Federal Regulations Part 26 (49 CFR26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure Caltrans achieves its federally mandated statewide overall DBE goal, the City of Bell Gardens encourages the participation of Disadvantaged Business Enterprises (DBEs), and Underutilized Disadvantaged Business Enterprises (UDBE) as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with Federal Funds. The Contractor shall not discriminate on the basis of race, color, national origin, ancestry, religion, handicap or sex in the award and performance of subcontracts. Bidders shall be fully informed in respect to the requirements of the DBE Regulations. The DBE and UDBE Regulations in their entirety are incorporated herein by this reference. See Form FHWA 1273 in the Federal-Aid Requirements Section of this Specification (Appendix "E").

The Federal Form FHWA 1273 is also included in Appendix "E". And attached to this Contract Agreement and a made apart thereof.

IN WITNESS THEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this contract agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20____.

Contractor: _____

(Signature)

Name and Title (Printed) _____

Contractor's License No. _____ License Class _____

AGENCY Business License No. _____

Federal Tax Identification No. _____

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

AGENCY: _____
Mayor of the City of Bell Gardens

Attested: _____
City Clerk of the City of Bell Gardens

Date _____

Approved as
to form: _____
City Attorney of the City of Bell Gardens

Date _____

FAITHFUL PERFORMANCE BOND

FOR

**HSIP CYCLE 8 PROJECT
VARIOUS INTERSECTION IMPROVEMENTS
FY 2019-2020
FEDERAL ID: HSIPL - 5373(025)**

IN THE CITY OF BELL GARDENS

KNOW ALL PERSONS BY THESE PRESENTS that _____, as CONTRACTOR and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Bell Gardens, as AGENCY, in the penal sum of _____ Dollars (\$ _____), which is 100 percent of the total contract amount for the above-stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of _____, 20_____.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

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

MATERIAL AND LABOR BOND
FOR
HSIP CYCLE 8 PROJECT
VARIOUS INTERSECTION IMPROVEMENTS
FY 2019-2020
FEDERAL ID: HSIPL - 5373(025)
IN THE CITY OF BELL GARDENS

KNOW ALL PERSONS BY THESE PRESENTS that _____,
as CONTRACTOR, and _____, a
corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business under the laws of the State of California, as
SURETY, are held firmly bound unto the City of Bell Gardens, as AGENCY , in the penal
sum of _____
_____ Dollars (\$_____), which is 50 percent of the total contract
amount for the above-stated project, for payment of which sum, CONTRACTOR and
SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR
has been awarded and is about to enter into the annexed Contract Agreement with
AGENCY for the above-stated project, if CONTRACTOR or any subcontractor fails to pay
for any labor or material of any kind used in the performance of the work to be done under
said contract, or fails to submit amounts due under the State Unemployment Insurance
Act with respect to said labor, SURETY will pay for the same in an amount not exceeding
the sum set forth above, which amount shall inure to the benefit of all persons entitled to
file claims under the State Code of Civil Procedures; provided that any alterations in the
work to be done, materials to be furnished, or time for completion made pursuant to the
terms of the contract documents shall not in any way release either CONTRACTOR or
SURETY, and notice of said altercations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this
____ day of _____, 20____.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

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

NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY EACH AWARDEE OF A PRINCIPAL CONTRACT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

_____ being first duly sworn, deposes and says that he is

_____ (sole owner, a partner, president, etc.)

of _____, the party making the foregoing bid, that such bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or sham, that said bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to submit a sham bid, or that anyone shall refrain from bidding, that said bidder has not in any manner, directly or indirectly, sought by agreements, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit or cost element of such bid price, or of that of any bidder, or to secure any advantage against the public body awarding the Contractor or anyone interested in the proposed contract; that all statements contained in such bid are true and, further, that said bidder has not, directly or indirectly, submitted his bid price, or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection there with to any corporation, partnership, company, association, organization, bid depository or to any member or agency thereof, or to any other individual, except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

**HSIP CYCLE 8 PROJECT
VARIOUS INTERSECTION IMPROVEMENTS
FY 2019-2020
FEDERAL ID: HSIPL - 5373(025)
IN THE CITY OF BELL GARDENS
GENERAL SPECIFICATIONS**

LOCATION OF WORK

The general location and limit of the work is as follows:

- Location 1- Intersection of Garfield Avenue and Loveland Street
- Location 2- Intersection of Eastern Avenue and Lubec Street

TIME FOR COMPLETION

The total contract period for this project is **One Hundred Twenty (120) working days** from the effective date of the Notice-to-Proceed to be issued by the City. The working days will be split into two phases. Phase I, Procurement Phase, Notice-to-Proceed will be issued for awarded recipient to purchase equipment approximately 12-16 weeks. Phase II, Construction Phase, Notice to proceed will be issued **thirty (30) working days** prior to scheduled delivery date of poles/equipment, **five (5) working days** as mobilization period and **thirty five (35) working days** for construction and completion of the project.

NOTIFICATION

The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

CITY OF BELL GARDENS Attention: Mr. Doug Benash, City Engineer	(562) 806-7770
BP WEST COAST PRODUCTS Attention: Mr. Rob Streed	(562) 499-2216
CENTRAL BASIN MWD Attention: Ms. Jacque Bell	(323) 201-5528
CHARTER COMMUNICATIONS Attention: Mr. Jesse Gonzales	(626) 430-3335
CITY OF DOWNEY Attention: Mr. Danny Salas	(562) 904-2153
CRIMSON PIPELINE Attention: Mr. Ernie Catellon	(562) 285-4117

EXXON-MOBILE OIL Attention: Ms. Teri Shinde	(310) 212-4374
GOLDEN STATE WATER COMPANY Attention: Mr. Michael Thompson	(562) 907-9200
L.A. COUNTY DEPARTMENT OF PUBLIC WORKS Attention: Mr. George Ellis	(626) 458-1708
L.A. COUNTY SANITATION DISTRICT Attention: Mr. Jon Ganz	(562) 908-4288
MAYWOOD MUTUAL WATER CO. Attention: Mr. Salvador Contreras	(323) 581-5816
MCI COMMUNICATIONS/VERIZON BUSINESS Attention: Mr. Dean Boyers	(972) 729-6322
MEDIAONE – DOWNEY Attention: Mr. Anthony Xanthis	(562) 259-2015
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA Attention: Ms. Kathy Meyer	(213) 217-7663
PACIFIC PIPELINE SYSTEM, INC. Attention: Ms. Paula Bawden	(562) 728-2371
POWERLINE OIL CO. Attention: Mr. Ed Sato	(562) 944-6111
SOUTHERN CALIFORNIA GAS COMPANY – TRANSMISSION Attention: Ms. Rosalyn Squires	(818) 701-4546
SOUTHERN CALIFORNIA GAS COMPANY – BELVEDERE Attention: Mr. David McKibben	(310) 687-2032
SOUTHERN CALIFORNIA GAS COMPANY – DOWNEY Attention: Ms. Diana Caballero	(714) 634-3270
SOUTHERN CALIFORNIA EDISON Attention: Ms. Cindy Verrengia	(714) 973-5681
SOUTHERN CALIFORNIA EDISON – TRANSMISSION Attention: Mr. Wallace Zimmerman	(714) 973-5409

SOUTHERN CALIFORNIA EDISON – CARRIER SOLUTIONS	
Attention: Mr. Eric Lopez	(626) 422-9256
SOUTHERN CALIFORNIA EDISON – COMPTON	
Attention: Mr. Steve Harris	(310) 608-5005
SOUTHWEST WATER CO.	
Attention: Mr. Dennis Wilbur	(562) 942-7600
TIME WARNER CABLE	
Attention: Mr. Gene Harrigan	(562) 259-2059
VERIZON	
Attention: Mr. Steve Humbert	(562) 903-7903
UNDERGROUND SERVICE ALERT	811

EMERGENCY INFORMATION

The names, addresses, and telephone numbers of the Contractor and sub-contractors, or their representatives, shall be filed with the City Engineer, the County Fire Department (local station) and the City Police Department prior to beginning work.

STANDARD SPECIFICATIONS

The Standard Specifications and Plans of the AGENCY are contained in the latest Edition of the Standard Specifications for Public Works Construction and Standard Plans for Public Works Construction, including all supplements, as written and promulgated by the Public Works Standards, Inc., and all amendments thereto. Copies of these Standard Specifications and Plans are available from the publisher, Building News, Incorporated, 1612 South Clementine Street, Anaheim, California 92802, telephone (714) 517-0970.

The Standard Specifications and Plans set forth above will control the general provisions, construction materials, and construction methods for this contract, except as amended by these Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications and Plans. Only those sections requiring elaborations, amendments, specifying of options or additions are called out.

ENVIRONMENTAL PROVISIONS

The Contractor shall as appropriate, comply with all provisions of Public Contracts Code Section 7104 (SB1470). The requirements of this code are summarized as follows:
 In the event Contractor is required to dig any trench or excavation that extends deeper than 4 feet below the surface in order to perform the work authorized under this contract, Contractor agrees to promptly notify AGENCY in writing and before further disturbing the site if any of the conditions set forth below are discovered.

1. Materials that the Contractor believed may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally reorganized as inherent in the work of the character provided for in this Contract.
 - a. AGENCY agrees to promptly investigate the conditions, and if AGENCY finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in this Contract.
 - b. That, in the event a dispute arises between AGENCY and Contractor as to whether the conditions materially increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for in this Contract, but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all right provided either by this Contract or by law, which pertain to the resolution of disputes and protests between contracting parties.

**HSIP CYCLE 8 PROJECT
VARIOUS INTERSECTION IMPROVEMENTS
FY 2019-2020
FEDERAL ID: HSIPL - 5373(025)**

IN THE CITY OF BELL GARDENS

SPECIAL PROVISIONS – GENERAL SECTION

THE FOLLOWING SPECIAL PROVISIONS SUPPLEMENT AND AMEND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION, INCLUDING ALL THE SUPPLEMENTS. AS A REFERENCE CONVENIENCE, THEY HAVE BEEN ARRANGED INTO A SEQUENCE WHICH PARALLELS THE ARRANGEMENT OF THE STANDARD SPECIFICATIONS.

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 DEFINITIONS

AGENCY: City of Bell Gardens

Board: City Council of the City of Bell Gardens

Caltrans: State of California, Department of Transportation

County: County of Los Angeles

Engineer: The City Engineer of the City of Bell Gardens or his authorized representative

Contractor: The word Contractor is supplemented by adding thereto the following:

The term Contractor means the Contractor as defined herein or his authorized representative.

SECTION 2 – SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT

Within ten (10) working days after the date of the AGENCY'S Notice of Award, the Contractor shall execute and return the following contract documents to the AGENCY:

Contract Agreement

Faithful Performance Bond
Material and Labor Bond
Public Liability and Property Damage Insurance Certificate
Worker's Compensation Insurance Certificate

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation gave the authority to do so.

2-3 SUBCONTRACTS

2-3.1 General

The seventh paragraph of Subsection 2-3.1 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the Contract. Contract labor shall exclude superintendence. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the Contract Unit or Lump-Sum Price. When a portion of an item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump-Sum Price, determined from information submitted by the Contractor, subject to approval by the City Engineer.

The Contractor with the bid package shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion

of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

2-4 CONTRACT BONDS

The Faithful Performance Bond shall remain in force for a period of 1 year after the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until 45 days after the date or recordation of the Notice of Completion.

The Contractor shall provide the following supplemental information for each bond as required herein:

- a. Surety company or AGENCY name providing bond.
- b. Name of the agent.
- c. The business address of the surety company and/or AGENCY and agent.
- d. The business telephone number of the surety company and/or AGENCY and agent.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the City Engineer. Final payment will not be made until this requirement is met.

2-5.2 Precedence of Contract Documents

The Special Provisions shall include the Bid Proposal.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 Examination of Contract Documents:

2-5.4 Examination of Contract Documents

The bidder shall examine carefully the entire site of work, including but restricted to the conditions and encumbrances related thereto, the Plans and Specifications, and the proposal and contract forms therefor. The submission of a bid shall be

conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed, the quantities of material to be furnished and as to the requirements of the proposal, Plans, Specifications, and the contract.

2-9 SURVEYING

2-9.2 Survey Service

Subsection 2-9.2 is hereby deleted and replaced with the following:

The Contractor shall retain a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State to provide construction staking which work shall be paid under the named bid item. Any other surveying deemed necessary by the Contractor shall be paid for as part of other work pay items.

2-9.4 Measurement and Payment

The following section is hereby added:

Full compensation for Construction Surveying, including furnishing all labor, materials, tools, equipment, surveyor, supervision, and incidentals for doing all the work involved shall be considered as included in the contract price paid.

SECTION 3 – CHANGES IN WORK

3-2.2.1 Contract Unit Prices

The first two paragraphs of Subsection 3-2.2.1 are hereby deleted and replaced with the following:

The AGENCY reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the contract.

3-3 EXTRA WORK

3-3.2 Payment

Subsection 3-3.2.1 is hereby deleted and replaced with the following:

3-3.2.1 General

When the price for the extra work cannot be agreed upon, payment for extra work by cost plus a differential for labor, materials, and equipment shall be considered payment under force account basis. The labor, materials, and equipment provided shall be subject to the approval of the City Engineer and compensation will be determined as provided herein.

3-3.2.2 Basis of Establishing Costs

Subsection 3-3.2.2(a) is hereby deleted and replaced with the following:

3-3.2.2(a) Labor

The Contractor will be paid the cost of labor for the workmen (including foremen when authorized by the City Engineer), used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces will be the sum of the following:

3-3.2.2(a).1 Actual Wages

The actual wages paid shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation, and similar purposes.

3-3.2.2(a).2 Labor Surcharge

To actual wages, as defined in Section 3-3.2.2(a).1, will be added a labor surcharge set forth in the Department of Transportation, publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished and which is a part of the contract. Said labor surcharge shall constitute full compensation for all payments imposed by State laws and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined in Section 3-3.2.2(a).1 and subsistence and travel allowance as specified in Section 3-3.2.2(a).3.

3-3.2.2(a).3 Subsistence and Travel Allowance

The actual subsistence and travel allowance paid to such workmen.

Subsection 3-3.2.2 (c) is hereby deleted and replaced with the following:

3-3.2.2.(c) Equipment Rental

The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation Publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished and which is a part of the contract, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the City Engineer to use equipment not listed in the said publication, a suitable rental rate for such equipment will be established by the City Engineer. The Contractor shall furnish any cost data that might assist the City Engineer in the establishment of such rental rate.

The rental rates paid as provided above shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Operators of rented equipment will be paid for as provided in Section 3-3.2.2(a), "Labor."

All equipment shall, in the opinion of the City Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment that has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$200 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.

Rental time will not be allowed when equipment is inoperative due to breakdowns.

3-3.2.2(c).1 Equipment On The Work

The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own powers, except that no payment will be made if the equipment is used at the site of the extra work on other than such extra work.

The following shall be used in computing the rental time of equipment on the work:

1. When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
2. When daily rates are listed, less than 4 hours of operation shall be considered to be ½ day of operation.

3-3.2.2(c).2 Equipment Not On The Work

For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is

accomplished and which is a part of the contract, or determined as provided in Section 3-3.2.2 (c) and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

1. The original location of the equipment to be hauled to the location of the work shall be agreed to by the City Engineer in advance.
2. The AGENCY will pay the costs of loading and unloading such equipment.
3. The cost of transporting equipment in low-bed trailers shall not exceed the hourly rates charged by established haulers.
4. The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.
5. The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays, and legal holidays unless the equipment is used to perform the extra work on such days, and shall terminate at the end of the day on which the City Engineer directs the Contractor to discontinue the use of such equipment. The rental time to be paid per day will be in accordance with the following:

<u>Hours Equipment is On-Site Available for Use</u>	<u>Hours to be Paid</u>
0 – 4.0	4.0
4.5	4.5
5.0	5.0
5.5	5.5
6.0	6.0
6.5	6.5
7.0	7.0
7.5	7.5
8.0	8.0
Over 8 Hours of Operation	Each ½ hr.

The hours to be paid for equipment that is operated less than 8 hours due to breakdowns shall not exceed 8 hours less the number of hours the equipment is inoperative due to breakdowns.

When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.

When daily rates are listed, payment for ½ day will be made if the equipment is not used. If the equipment is used, payment will be made for 1 day. The

minimum rental time to be paid for the entire rental period on an hourly basis shall not be less than 8 hours or if on a daily basis shall not be less than 1 day.

6. Should the Contractor desire the return of the equipment to a location other than its original location, the AGENCY will pay the cost of transportation in accordance with the above provisions, provided such payment shall not exceed the cost of moving the equipment to the work.
7. Payment for transporting, loading and unloading equipment, as provided above, will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis.

When extra work, other than work specifically designated as extra work in the plans and specifications, is to be paid for on a force account basis and the City Engineer determines that such extra work requires the Contractor to move on to the work equipment which could not reasonably have been expected to be needed in the performance of the contract, the City Engineer may authorize payment for the use of such equipment at equipment rental rates in excess of those listed as applicable for the use of such equipment subject to the following additional conditions:

1. The City Engineer shall specifically approve the necessity for the use of particular equipment on such work.
2. The Contractor shall establish, to the satisfaction of the City Engineer, that such equipment cannot be obtained from his normal equipment source or sources and those of his subcontractors.
3. The Contractor shall establish to the satisfaction of the City Engineer that the proposed equipment rental rate for such equipment from his proposed source is reasonable and appropriate for the expected period use.
4. The City Engineer shall approve the equipment source and the equipment rental rate to be paid by the AGENCY before the Contractor begins work involving the use of said equipment.

3.2.2(c).3 Owner-Operated Equipment

When owner-operated equipment is used to perform extra work to be paid for on a force-account basis, the Contractor will be paid for the equipment and operator, as follows:

Payment for the equipment will be made in accordance with the provisions in Section 3-3.2.2(c), "Equipment Rental."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workmen operating similar equipment already on the project or, in the absence of such other workmen, at the rates of such labor established by collective bargaining agreements for the

type workmen and location of work whether or not the owner-operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions in Section 3-3.2.2(a), "Labor."

To the direct cost of equipment rental and labor, computed as provided herein, will be added to the markups for the equipment rental and labor as provided in Section 3-3.2.3, "Mark-up."

3-3.2.3 Mark-up

The text of subsection 3-3.2.3 is hereby deleted and replaced with the following:

- (a) Work by Contactor. The following percentages at the maximum may be added to the Contractor's costs and will constitute the mark-up for all overhead and profits, which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 3-3.2.2.(a) and 3-3.2.2.(b), "Materials," and 3-3.2.2(c), "Equipment Rental."

Labor	20%
Materials	15%
Equipment Rental	15%
Other Items and Expenditures	15%

To the sum of the costs and mark-ups provided for in this subsection, 1 percent may be added as compensation for bonding, where appropriate.

- (b) Work by Subcontractor. When all or any part of the extra work is performed by a subcontractor, the mark-up established in Subsection 3-3.2.3(a) shall be applied to the subcontractor's actual cost of such work, to which a mark-up of 10 percent on the first \$2,000 of the subcontracted portion of the extra work and a mark-up of 5 percent on the work added in excess of \$2,000 of the subcontracted portion of the extra work may be added by the Contractor.

3-5 DISPUTED WORK

3-5.1 Claims and Disputes During Performance:

The following procedures and requirements shall apply and be fully complied with for any claim or dispute to be considered for payment as extra work:

Procedure:

- A. The Contractor and the City shall make good-faith attempts to resolve any and all claims and disputes that may from time to time arise during the performance of the Work of this contract. If the Contractor considers any

Work required of them to be outside the requirements of the Contract, or if they consider any instruction, meaning, requirement, ruling or decision of the City or its representatives to be in unauthorized, they shall within seven (7) calendar days after such demand is made, or instruction is given, file a written protest (dispute) with the City stating clearly and in detail their objection and reason therefore. The contractor shall promptly comply with the Work required of them even though a written protest has been filed. If a written protest is not issued within seven (7) calendar days, the Contractor shall waive their right to further claim on the specific issue.

- B. The City will review the Contractor's written protest and provide a decision, if the Contractor still considers the Work required of them to be outside of the requirements of the Contract, they shall so notify the City, in writing, within seven (7) calendar days after receiving the decision that a formal claim will be issued. Within thirty (30) calendar days of receiving the decision, the Contractor shall submit their claim and all arguments, justification, cost or estimate, schedule analysis, and detailed documentation supporting their position. Failure to furnish notification within seven (7) calendar days and all justifying documentation within thirty (30) calendar days will result in the Contractor waiving their right to the subject claim.
- C. Upon receipt of the Contractor's formal claim, including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting their position as previously stipulated, the City or its representative will review the issue and within thirty (30) calendar days from receipt of the Contractor's claim render a final determination.

Certification:

- A. The Contractor shall submit with the claim their and their Subcontractors' certifications under penalty or perjury that:
 - 1. The claim is made in good faith.
 - 2. Supporting data is accurate and complete to the best of the Contractor's knowledge and belief.
 - 3. The amount requested accurately reflects the Contract adjustment for which the Contractor believes the City is liable.
 - 4. If the Contractor is an individual, the certification shall be executed by that individual.
 - 5. If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

6. If a false claim is submitted, it will be considered fraud and the Contractor may be subject to criminal prosecution.
- B. In regard to any claim or portion of a claim for Subcontractor work, the Contractor shall fully review said claim and certify said claim, under penalty or perjury, to have been made in good faith.
- C. Failure to furnish certification as required hereinbefore will result in the Contractor waiving their right to the subject claim.

Claim Format:

- A. The Contractor shall submit the claim justification in the following format:
 1. Summary of claim merit and quantum plus clause under which the claim is made.
 2. List of documents relating to claim:
 - a. Specifications
 - b. Drawings
 - c. Addendum
 - d. Clarifications/Requests for information
 - e. Schedules
 - f. Other
 3. Chronology of events and correspondence.
 4. Analysis of claim merit.
 5. Analysis of claim cost.

SECTION 4 – CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General

The Contractor shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one (1) year after the date of recordation of the Notice of Completion. Within this one-year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims

of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within 30 days after the date of the City Engineer's written notice.

4-1.4 Test of Materials

Except as elsewhere specified, the AGENCY will bear the cost of testing material and/or workmanship for a determination as to whether or not the material and/or workmanship meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.5 Certification

A Certificate of Compliance shall be furnished prior to the use of any materials for which these Specifications or the Special Provisions require that such a certificate be furnished. In addition, when so authorized in these Specifications or in the Special Provisions, the City Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate shall be signed by the manufacturer of the materials or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified be clearly identified in the Certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the Plans and Specifications, and any such material not conforming to such requirements will be subject to rejection whether in place or not.

The AGENCY reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the City Engineer.

SECTION 5 – UTILITIES

5-1 LOCATION

The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every

nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities.

The Contractor shall notify the owners of all utilities and substructures as set forth in the General Specifications.

5-5 DELAYS

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted, and completed in accordance with Subsection 5-1 of the Standard Specifications. The Contractor shall ascertain further detailed information to coordinate his work to this effect.

Compensation for idle time due to delays shall be in conformance with Subsection 8-1.09 of the State Standard Specifications wherein reference to Section 4-1.03D shall mean Subsection 3-3.1 of the Standard Specifications.

SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

The Contractor's proposed construction schedule shall be submitted to the City Engineer prior to the pre-construction meeting to be called by the City Engineer within ten (10) working days after the date of the AGENCY'S execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered.

In the event the Contractor must modify the work schedule, a written request to modify the schedule shall be submitted to the City Engineer for approval at least 48 hours (2 working days) prior to the intended change. The Contractor shall have the City Engineer's approval of the change prior to commencing on the changed portion of the work.

Prior to issuing the Notice to Proceed with the Work, the City Engineer will schedule a pre-construction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit progress reports to the City Engineer by the 10th day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-6 DELAYS AND EXTENSIONS OF TIME

6-6.1 General

Utility delays subject to provisions of Subsection 5-5 of the Standard Specifications shall only be granted time extensions or payment for delay based in strict conformance with Subsections 6-6.2, 6-6.3, and 6-6.4 in the Standard Specifications and as those subsections are modified in the General Conditions.

6-6.4 Written Notice and Report

The first sentence of subsection 6-6.4 is hereby deleted and replaced with the following:

If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the City Engineer in writing within 3 days of beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2 of the Standard Specifications, it shall notify the City Engineer in writing within 3 days of beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions, which set the beginning time for the delay.

6-7 TIME OF COMPLETION

6-7.1 General

The time for completion shall be as noted in the General Specifications.

6-7.2 Working Day

The Contractor's activities shall be confined to the hours between 8:30 a.m. and 3:30 p.m., Monday through Friday, excluding holidays. Contractor shall also coordinate his work with school schedules within the project area in order to minimize traffic disruption when school is in session. The Contractor shall also coordinate his work with the City of Bell Gardens to minimize traffic disruption during construction and incorporate the City of Bell Gardens requirements. Deviation from these hours will not be permitted without the prior consent of the City Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates, including benefits, overhead, and travel time. The service fees will be deducted from any amounts due to the Contractor.

6-9 LIQUIDATED DAMAGES

The liquidated damages value is hereby amended to be one thousand dollars (\$1,000.00) per day.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR’S EQUIPMENT AND FACILITIES

A noise level limit of 86 dBA at a distance of 15 meters (50 feet) shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel.

7-2 LABOR

7-2.2 Laws

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY and State orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 LIABILITY INSURANCE

The first four paragraphs of Section 7-3 are amended to read as follows:

The Contractor shall furnish the AGENCY a policy or certificate of liability insurance in which the AGENCY and all its officers, employees, consultants and agents, including INFRASTRUCTURE ENGINEERS, are named insured or are named as an additional insured with the contractor. Notwithstanding and inconsistent statement in the policy or any subsequent endorsement attached thereto, the AGENCY and all to its officers, employees, consultants and agents, including INFRASTRUCTURE ENGINEERS, shall be the insured or named as an additional insured covering the Work, whether liability is attributable to the Contractor or the AGENCY or its officers, employees, consultants and agents, including INFRASTRUCTURE ENGINEERS. The policy shall insure AGENCY and all of its officers, consultants and agents, including INFRASTRUCTURE ENGINEERS, while acting within the scope of their duties of the Work, against all claims rising out of or in connection with the Work, except as provided for in Subsection 6-10.

The Contractor may file insurance acceptable to the AGENCY covering more than one project. The coverage shall provide the following minimum limits:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$1,000,000
Product/Completed Operations Hazard	\$1,000,000

Comprehensive Automobile Liability	\$1,000,000
Contractual General Liability	\$1,000,000
Worker's Compensation	Statute

A combined single-limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the required minimum limits.

The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California with a rating of or equivalent to A:VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval, in writing, from the City.

Except as provided for in Subsection 6-10, the Contractor shall save, keep, and hold harmless the AGENCY and all of its officers, employees, consultants, and agents, including INFRASTRUCTURE ENGINEERS, from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act to omission by the Contractor, any of the Contractor's employees, or any Subcontractor. The AGENCY and all of its officers, employees, consultants, and agents, including INFRASTRUCTURE ENGINEERS, will not be liable for any accident, loss, or damage to the Work prior to the completion or acceptance, except as provided for in Subsection 6.10.

A copy of the endorsement, showing policy limits, shall be provided to the City on or before signing this contract.

7-5 PERMITS

The text of Subsections 7-5 of the Standard Specifications is hereby deleted and replaced with the following:

Prior to the start of any work, the Contractor shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. The AGENCY will issue the permits at no charge to the Contractor and its subcontractors as applicable. The Contractor and all subcontractors shall each obtain at their expense an AGENCY business license and shall be licensed as Contractor in accordance with State Business and Professions Code. The Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any other governing body or entity.

The Contractor shall pay all cost incurred by the permit and license requirements.

7-8 PROJECT SITE MAINTENANCE

7-8.1 Cleanup and Dust Control

Subsection 7-8.1 of the Standard Specification is amended by adding thereto the following:

The Contractor shall have available a power broom to be used at the construction site during all periods of construction to provide for cleanup as directed by the City Engineer during working hours. At the end of each work day, the Contractor shall remove all dirt and unused materials and sweep haul routes and work areas using the power broom.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall relocate, repair, replace, or re-establish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.), which are damaged or removed as a result of his operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

All curb termination stub-outs for traffic signal detectors are considered existing improvements. Existing curb termination stub-outs damaged as a result of work required by the Plans and Specifications shall be replaced by the Contractor at no cost to the AGENCY.

Relocations, repairs, replacements or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in its bid.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Traffic and Access

Subsection 7-10.1 of the Standard Specifications is amended by adding thereto the following:

The Contractor shall notify the occupants of all affected properties a minimum of at least two working days (48 hours) prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the City Engineer.

Contractor shall coordinate his work with the City trash pickup days schedule and as specified herein.

Contractor shall coordinate his work with the school schedules within project area. In the vicinity of each school, Contractor shall schedule major paving operations requiring access to school and relocated parking to coincide, to the maximum extent possible, with school vacations and breaks in order to minimize traffic disruption when school is in session. Contractor can expect a minimum staff to be on-site at each school during vacations and breaks. Careful coordination and written notification with each school by the Contractor is required in a timely manner and shall be indicated on his construction work schedule and traffic control plan.

At least one 12-foot wide traffic lane shall be provided for traffic at all times in both directions. Parking at curb may be restricted with approval of City Engineer. The traffic lane shall be maintained on pavement, either before or after removal of pavement section or grinding and shall remain unobstructed. Flag personnel may be needed as required by the Traffic Control Plan and City Engineer.

The Contractor shall coordinate his work with the City of Bell Gardens and incorporate their requirements to minimize traffic impact during construction and incorporate the requirements in the Traffic Control Plan.

7-10.2 Storage of Equipment and Materials in Public Streets

The text of Subsection 7-10.2 of the Standard Specifications is hereby deleted and replaced with the following:

All excavated and construction materials (used and unused) and equipment shall not be stored in street, roads, highways, or any public right-of-way during non-working hours. All costs for offsite storage of equipment and materials and daily clean up shall be included in all other items of work, and no separate payment shall be made thereof.

7-10.3 Street Closures, Detours, Barricades

Subsection 7-10.3 of the Standard Specifications is amended by adding thereto the following:

Street closures will not be allowed, except as defined herein and or as specifically permitted by the City Engineer.

The Contractor shall prepare a traffic control or detour plan as required by the City Engineer. It is the Contractor's responsibility to coordinate his traffic control and detour plans with the City of Bell Gardens and obtain their approval.

Lane transitions shall conform to the Caltrans Traffic Manual, Section 5-08.4, "Transition Area."

Temporary traffic channelization shall be accomplished by the use of temporary striping when channelization is required for more than 3 days. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the City Engineer. In no event will temporary striping be allowed on newly finished pavement surfaces, which are to remain. Temporary traffic channelization needed daily shall be accomplished with delineators.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturday, Sundays, and holidays. Any corrective work required to be done by AGENCY forces shall be back charged to the Contractor based on the actual costs, plus AGENCY overhead and withheld from the final payment.

At or before the pre-construction meeting, the Contractor shall submit his construction schedule to the City Engineer for approval. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and business. Requests for changes in the schedule shall be submitted by the Contractor to the City Engineer for approval at least 48 hours (2 working days) prior to the scheduled operations on the streets affected.

7-10.5 Protection of the Public

Subsection 7-10.5 is hereby added to Section 7 of the Standard Specifications as follows:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruptions or contamination of public water supply, interruption of other public services, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the City Engineer, an emergency exists for which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the City Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the City Engineer

will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the City Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the City Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

7-15 RECYCLING OF MATERIALS

Subsection 7-15 is hereby added to the Standard Specifications.

7-15.1 Recycling of Asphalt Concrete, Portland Cement Concrete, Aggregate Base, and Green Waste are required.

RECORDS OF DISPOSAL, INCLUDING SCALE TONNAGES, SHALL BE FURNISHED TO THE AGENCY ON A MONTHLY BASIS.

7-15.2 Contractor's Obligation

The AGENCY is committed to a recycling program. It is the obligation of the Contractor, under this contract, to recycle the waste material through an approved recycling plant. Records and report of waste recycle shall be submitted to the City of Bell Gardens on a regular monthly basis.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

No field offices for AGENCY personnel shall be required; however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the project offices of the Contractor if so provided by the Contractor for his own personnel.

SECTION 9 – MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.2 Partial and Final Payment

The text of Subsection 9-3.2 of the Standards Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be on or about the twenty-fifth (25th) day of each month. The Contractor shall prepare the approximate measurement of the work performed through the closure date,

obtain the City Inspector's approval thereof, and then submit it to the AGENCY for approval by the 10th day of the following month.

At the pre-construction meeting the City will distribute a schedule of when the City Council will schedule for approval the project payments and the subsequent payment check issuance date.

When the work is complete, the City Engineer will determine the final quantities of the work performed and prepare the final progress payment report. Payments are commonly authorized and made within 45 days following the 10th day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

A full 5-percent retention will be deducted from all progress payments. The final retention will be authorized for final payment 35 days after the date of recordation of the Notice of Completion.

The Contractor, however, may receive interest on the retained amount, or receive the retained amount itself so long as the securities equivalent to the retained amounts are substituted with escrow holder approved by the AGENCY.

At the request and expense of the Contractor, retained amounts or securities equivalent to the retained amounts may be deposited with the State Treasurer or a State or Federally chartered bank approved by the AGENCY as the escrow agent, who shall return such monies or securities to the Contractor upon satisfactory completion of the contract.

Securities eligible for investment shall include those listed in Section 16430 of the State Government Code or bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, and standby letters of credit.

Any escrow agreement entered into shall contain the following provisions and shall be substantially similar to the form "Escrow Agreement for Security Deposits" in lieu of retention as contained in Section 4590 of Chapter 13 of Division 5 Title 1 of the Government Code.

9-3.2.2 Alternative Dispute Resolution

After submittal of the proposed final estimate to the Contractor, a meeting shall be held promptly between Contractor and AGENCY, attended by the individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of claims arising under or related to performance of the contract.

Throughout the contract period, meetings shall be held, as needed, between Contractor and City so as to endeavor to settle any then pending disputes.

If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the claims, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"). If they have been unable to agree upon such appointment within 40 days from the initial meeting, the parties shall seek assistance in finding a mutually acceptable neutral. If the parties are unable to agree on a neutral, either party may request that the presiding judge of the Superior Court which would have jurisdiction of the matter if a suite were filed, to appoint the neutral. The fees of the neutral shall be shared equally by the parties.

In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and, if the parties are unable to agree on such matters within 20 days after the initial consultation with neutral, the procedure, time and place for the ADR to be held will be decided by the neutral. Unless circumstances required otherwise, the ADR shall be held not later than 60 days after selection of the neutral.

The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration, or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

9-3.3 Delivered Materials

Materials and equipment delivered but not incorporated into the work may not be included in the estimate for progress partial payment.

The following subsection is hereby added to Section 9 of the Standard Specifications:

9-3.5 Final Pay Quantities

When the estimated quantities for a specific portion of the work are designed in the bid schedule by the letter (F) as final payment quantities, said estimated quantities shall be the final quantities for which payments for such specific portion of the work will be made unless the dimensions of said portions of the work shown on the plans are revised by the City Engineer. If such dimensions are revised and such revisions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the changes in the dimensions. The estimated quantities for such specified portion of the work shall be considered as approximate only, and no guarantee is made that the quantities which can be determined by computations is made based on the details and dimensions shown on the plans will equal the estimated quantities. No allowance will be made in the event that the quantities based on computations do not equal the estimated quantities.

**HSIP CYCLE 8 PROJECT
VARIOUS INTERSECTION IMPROVEMENTS
FY 2019-2020
FEDERAL ID: HSIPL - 5373(025)**

IN THE CITY OF BELL GARDENS

SPECIAL PROVISIONS – TECHNICAL SECTION

All Bid Items shall be in accordance with the Greenbook Standard Plans and Specifications for Public Works Construction (SPPWC & SSPWC), Latest Edition including supplements, State of California (Caltrans) Standard Plans and Specifications, Latest Edition, and the Special Provisions and General Conditions of these specifications.

Bid Item No. 1 – Traffic Control

Traffic control, Traffic control plan, construction signing and traffic maintenance shall comply with the provisions of Subsection 7-10 of the Standard Specification, Subsection 56-2 of the Caltrans Standard Specifications, and the current requirements set forth in the “Manual of Traffic Controls for Construction and Maintenance Work Zones” published by the Department of Transportation, State of California, and latest Manual on Uniform Traffic Control Devices (MUTCD) by the Federal Highway Administration (California Supplement), the traffic control plans and these Special Provisions.

The Contractor shall maintain the following clearances from the edge of traffic lanes:

- 1) 5 feet to any excavation,
- 2) 2 feet to curbs or temporary concrete barriers,
- 3) 10 feet to poles and other obstructions on uncurbed roadways.

If determined by the Engineer that it is necessary to decrease these minimum distances to allow for the prosecution of the work, the Contractor shall provide all protective devices required by the Engineer to adequately protect the public.

PUBLIC CONVENIENCE

At least ten (10) calendar days prior to commencing paving work, the Contractor shall submit a pavement spreading schedule to the City for approval. Based on the pavement spreading schedule, the Contractor is to notify residents and businesses of the proposed work and post temporary “NO PARKING” signs at no cost to the City. Signs shall be posted at all intersections, and on each side of the street a maximum of 200 feet between signs. Signs shall not be attached to existing poles, street light standards or trees. All signs must be posted on delineators or stakes provided by the Contractor. The “NO PARKING” signs shall be in place not less than seventy two (72) hours prior to performing the work; therefore a request for changes in the schedule requiring additional posting shall be submitted to the Contractor for approval by the Engineer at least seventy-two (72) hours prior to reconstruction and overlaying the street. All conflicting parking signage shall be covered.

Due to the nature of this project involving major inconvenience to residents and businesses, a good Public Relations Program is mandatory and evidence of satisfactory past performance in this area will be required.

The Contractor is to distribute a minimum of two (2) "Public Notice" to each residence, business, and other properties such as schools affected by the project. The first notice shall be distributed ten (10) calendar days prior to the start of any work. The second notice shall be distributed at least seventy two (72) hours (3 working days) prior to the start of work. A sample copy of the notice must be approved by the City. Said notice shall be attached to a red information hanger provided by the Contractor and hung on the front door knob and/or gate. The Contractor shall also coordinate with the bus services to ensure the safe operation of buses and access to bus stops in the construction area.

The Contractor shall also coordinate with the trash disposal and postal services agencies to ensure the safe operation of their vehicle and access in the construction area.

All complaints received by the City associated with the construction project alleging damage to private property and vehicles shall be responded to by the Contractor within one working day (24) hours of notification. Failure to comply with this provision may result in a penalty of One Hundred dollars (\$100.00) per occurrence.

All trucks, which the Contractor proposes to use, that exceed the legal load limit when loaded will be required to have overweight permits issued by the City.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project as specified in Subsection 7-10 of the General Provisions.

PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged pavement as a result of vandalism (i.e., vehicle tracks, footprints, graffiti, etc.) If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these special provisions.

CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the "Manual of Traffic Controls for Construction and Maintenance Work Zones". The traffic control system shall be installed on a road prior to starting work for that road and shall not be removed until all work has been completed on that road. Existing speed limit signs, which conflict with the work zone speed limit, shall be covered during the entire construction period.

TRAFFIC MAINTENANCE

The Contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with Subsection 7-10 of the Standard Specifications and these Special Provisions.

The Contractor shall prepare all necessary traffic control plans and submit to the City for approval at the pre-construction meeting. The traffic control plans shall be prepared by a Traffic Engineer Licensed in the State of California and shall show:

1. Notification Signs.
2. Existing and temporary lane lines.
3. Dimensions of the work zone and street improvements.
4. Advance warning signs.
5. Delineators

The plans shall be submitted to the City at the Pre-Construction meeting and shall incorporate a complete and separate plan for each stage of construction proposed by the Contractor. This plan shall indicate the sequence of lanes or portions of lanes being closed for each phase. The traffic control plans shall indicate the travel plan for each phase of construction. The traffic control plans shall state:

1. That the plan will conform to the "Manual on Uniform Traffic Control Devices (MUTCD) California" latest edition.
2. Emergency contact person and phone number.
3. Minimum lane widths and minimum clearance to obstructions.

The traffic control plan shall be reviewed and accepted by the City Engineer prior to beginning any removals.

The Contractor shall cooperate with the City Engineer relative to handling traffic through all work areas and shall make his own arrangements relative to keeping the working area clear of parked vehicles and maintaining clear access to driveways.

The Contractor shall furnish and install construction notification signs as shown on traffic control plans and as specified by the City of Bell Gardens.

The Contractor shall provide for controlled pedestrian crossings through the work. Crossings shall provide pedestrians a means of passing over or through the work without tracking tack coat or hot asphalt concrete or P.C.C. work or endangering pedestrian safety.

At intersections, if a cross road needs to be temporarily closed when work is in progress through the intersection and the anticipated traffic delay is more than five (5) minutes, a detour sign shall be installed on the cross street and shall include the installation of advance signing displaying the anticipated delay time. The signing of the detour route shall be approved by the Engineer prior to installation of the detour and closure of the road.

The Contractor shall provide for one lane of travel in each direction at all times unless approved by the Engineer. When two-way traffic is restricted to one lane in each direction, and when applying an overlay past intersecting roads, traffic shall be controlled as required by the “Manual of Traffic Controls for Construction and Maintenance Work Zones”. A pilot car and driver will be required at various locations if control by flaggers and/or control devices proves deficient in the opinion of the Engineer. In no case shall the Contractor provide less than one (1) lane of travel in each direction through the construction zone including cross-streets, except if an alternative plan is approved by the City Engineer.

Contractor’s equipment and personal vehicles of the Contractor’s employees shall not be parked on the traveled way at any time. Overnight parking of construction equipment shall be confined to City approved storage site selected by the Contractor.

TEMPORARY GUIDE MARKERS

Temporary guide markers shall be portable Caltrans Standard Specifications approved delineators. Only one type of temporary guide marker shall be used on any road at any one time.

Temporary guide markers shall be placed adjacent to the edge of all vertical lips or excavations that exceed 1 inch. If the temporary guide markers are damaged, or are not in an up-right position, from any cause, said markers should immediately be replaced or restored to their original locations, in an upright position by the Contractor.

PORTABLE DELINEATORS

The vertical portion of the portable delineators shall be brilliant orange or predominantly orange in color. The posts shall be not less than 100 square inches, measured through the vertical axis of the delineator, normal to the roadway. The minimum height shall be thirty-seven (37) inches above the traveled way.

Two 4-inch nominal width reflective bands shall be mounted a minimum of 1 ½ inches apart and at a height on the post so that one reflective band will be between 2.5 feet and 3 feet above the roadway surface.

Reflective bands shall be flexible vinyl plastic, either white or yellow, and shall have not less than the following dry reflective values at a 0.2 degree divergence angle, expressed in units of candlepower per foot-candle per square foot. The wet reflective values shall not be less than ninety percent (90%) of the dry values.

Dry Reflective Value

<u>Angle of Incidence</u>	<u>4°</u>	<u>5°</u>	<u>30°</u>
White	250	165	50
Yellow	10	110	50

All tests for reflective values shall be performed in accordance with Test Method No. Calif. 642.

The portable delineators shall be spaced as necessary for proper delineation; however, in no case shall the spacing between portable delineators exceed thirty (30) feet on tangents or twenty (20) feet on curves.

FLUORESCENT TRAFFIC CONES

Provide lighted flashers and lighting for night time. Fluorescent traffic cones shall be new or reconditioned and of good commercial quality, flexible material suitable for the purpose intended. The outer section of the portion above the base of the cone shall be highly pigmented fluorescent orange polyvinyl compound. The cone shall be anchored in a manner such that the traffic cone will remain in an upright position.

The fluorescent traffic cones shall be spaced as necessary for proper delineation; however, in no case shall the spacing between fluorescent cones exceed thirty (30) feet on tangents or twenty (20) feet on curves.

STRIPING

Temporary striping and marking for traffic control shall conform to Section 310-5.6.5 of the Standard Specifications. Temporary striping and marking which has no further use shall be removed by wet sandblasting, and all sand used in sandblasting shall be removed without delay as the sandblasting operation progresses.

RESTRICTIONS ON CLOSURE OF STREETS AND TRAFFIC LANES

The Contractor shall conduct all operations so as to provide access to the adjoining properties and have no greater length or quantity of work under construction that can be properly prosecuted with a minimum of inconvenience to the public.

The Contractor shall assure that access to schools is reasonable for vehicles and pedestrians for morning and afternoon times that schools are in session.

The Contractor shall construct temporary A.C. ramps or equal to provide safe and drivable access to residents and business properties daily.

Upon advanced Notice to the Contractor of a pending delivery to a business the Contractor is to endeavor to coordinate all shipments and deliveries to businesses. If steel plates are required, they shall be provided by the Contractor at no additional cost to the City.

The Contractor shall be responsible for furnishing, placing and maintaining barricades and lights as necessary to protect the public from danger due to the work being done.

No additional amounts shall be paid for erosion control, erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil deposited on public streets by construction traffic.

Payment for the preceding shall be included in the **Lump Sum (LS) Price** basis for **traffic control** and shall be considered full compensation for providing safe traffic control, preparing and providing traffic control plan during the project, obtaining all approvals and permits, as required, from all related agencies, including, but not limited to, public agencies and the City of Bell Gardens; and complying with the requirements specified in those licenses and permits, coordination, field office facility; and incidentals necessary to perform all related items of work.

Bid Item No. 2 – Traffic Signal System Upgrade for the Intersection of Eastern Avenue and Lubec Street; and

Bid Item No. 3 – Traffic Signal System Upgrade for the Intersection of Garfield Avenue and Loveland Street

Bid Items No. 2 and No. 3 shall include all labor, material and equipment required to have a fully operational traffic signal system in place. The following technical provisions shall apply to the traffic signal system upgrade at each intersection.

DESCRIPTION

The following is hereby added to this subsection of the Standard Specifications:

Furnishing and installing traffic signal and safety lighting systems shall conform to the provisions in Section 700 of the standard specifications for public works construction, the "Greenbook", 2015 edition, (Herein after called SSPWC), Section 86 "Signals, Lighting, and Electrical Systems" of the California Department of Transportation Standard Specifications (Caltrans), dated 2010 (hereinafter called State Standard Specifications) and State Standard Plans, except as noted in the Special Provisions and on the plans. Copies of these documents are available from Caltrans, District 7 office at 100 South Main Street, Los Angeles, CA 90012 or Caltrans Headquarter Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815 (916)445-3520.

Wherein Section 86 reference is made to other sections of the State Standard Specifications, these sections are hereby included unless otherwise specified. Wherein Section 86 reference is made to Section 4-1.03D, it shall mean Section 3-3 of the Standard Specifications for Public Works Construction and its supplements and these special provisions.

The following special provisions are supplementary and in addition to the provisions of the State Standard Specifications, and are only called out if elaborations, amendments, specifying of options, or additions are required.

Traffic signal modification improvements shall be considered at the following two intersections

1. Eastern Avenue and Lubec Street
2. Garfield Avenue and Loveland Street

700-1.3.1 Equipment List and Drawings.

Equipment list and drawings of electrical equipment and material shall conform to the provision ins Section 86-1.04, "Equipment List and Drawings" of the State Standard Specifications and has these special provisions:

The controller cabinet schematic wiring diagram and intersection sketch shall be combined into one drawing so that when the cabinet door is fully opened, the drawing is oriented with the intersection.

The Contractor shall furnish 3 copies of the maintenance manual for all controller units, auxiliary equipment and vehicle detector sensor units, control units and amplifiers. The maintenance manual and operation manual may be combined into one manual. The maintenance manual or combined maintenance manual and operation manual shall be submitted at the time the controllers are delivered for testing or, if ordered by the Engineer, previous to purchase. The maintenance manual shall include, but need not be limited to, the following items:

1. Specifications
2. Design Characteristics
3. General operation Theory
4. Function of all Controls
5. Troubleshooting Procedures (Diagnostic Routines)
6. Block Circuit Diagram
7. Geographical Layout of Components
8. Schematic Diagrams
9. List of Replaceable Component Parts with Stock Numbers

The Contractor materials and workmanship shall conform to the provision in Section 86-1.05, Warranties, Guarantees and Instruction Sheets of the State Standard Specifications and these special provisions. The Contractor shall guarantee electrical and mechanical equipment by him under his contract and will fully meet all requirements as to quality of such equipment furnished by him. The Contractor shall make, at his own expense, any repairs or replacements made necessary by defects in such equipment furnished by him that becomes evident within **twelve (12) months** after filing the Notice of Completion of the work and to restore to full compliance with the requirements of these Specifications, any such equipment which during the **twelve (12) month** period is found to be deficient with respect to any provision of the plans and specifications. The Contractor shall make all such repairs and replacements promptly upon receipt of written orders from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his surety shall be liable for the costs incurred.

Whenever any equipment is to be guaranteed or maintained by a manufacturer, supplier, or subcontractor, said obligation shall be that of the Contractor.

All guarantees shall be in writing and delivered to the Engineer by the Contractor prior to final acceptance of the work.

700-1.3.2 As-Built Prints.

The Contractor is required to submit to the Engineer "As-Built" prints prior to the City accepting the work. The prints shall indicate (in red) all deviations from the plans such as, but not limited to: locations of poles, pull boxes, detectors and conduit runs, depths of conduits, number of conductors and other appurtenant work.

700-1.6 Removing and Replacing Improvements.

Removal and replacement of improvements shall conform to the provisions in Section 86-2.02, "Removing and Replacing Improvements," of the State Standard Specifications and these special provisions.

Where a sidewalk is marked in 4 to 8 foot sections, removals shall leave no less than 3 feet to the nearest score line. Where sidewalk is marked 4 foot sections, the concrete shall be removed and reconstructed to the nearest score line.

701-10.1.1 Standards, Steel Pedestals, and Posts.

Standards, steel pedestals and posts shall conform to the provisions in Section 701-10 "Standards, Pedestals, and Mast Arms" of the SSPWC, Section 86-2.04, "Standards, Steel Pedestals and Posts" of the State Standard Specifications and these special provisions.

In addition to identifying each pole shaft as detailed on ES-7M of the State Standard Plans, the Contractor shall also identify each mast arm for all signals and luminaries. The stamped metal identification tag shall be located on the mast arm near the butte end and shall contain the same information required by the ES-7M. Pole tags shall include name of the manufacturer and shall be visible from the road surface.

701-11.1.1 Pull Boxes.

In addition to Section 701-11.1.1 of SSPWC and installing no. 5 pull boxes equally spaced out and less than 200 feet apart, pull boxes shall conform to the provisions in Section 86-2.06, "Pull Boxes" of the State Standard Specifications and these special provisions.

701-12.1.1 Conduit.

In addition to Section 701-12 of SSPWC, conduit shall conform to the provisions in Section 86-2.05, "Conduit," including installation of conduit by jacking or drilling methods, of the State Standard Specifications and these special provisions.

Non-Metallic PVC Schedule 80 conduit shall be used.

Insulated bonding bushings will be required on metal conduit. After conductors have been installed, the ends of conduits terminating in pull boxes and other controller

cabinets shall be sealed with an approved type of sealing compound. Section 86-2.06, "Pull Boxes," states that pull boxes shall be precast in reinforced concrete. Grout in the bottom of pull boxes will not be required. Existing pull boxes in good condition may be reused if not disturbed. Broken covers and those not conforming to the above of the requirements on the plans shall be replaced. Existing pull boxes not reused or noted for future use, including those formerly for lighting ballasts, shall be removed and salvaged and the area of removal repaired in kind with the surrounding area. Existing pull boxes within the area curb ramps must be relocated.

No new pull boxes shall be located in or within 1 foot of a curb ramp.

701-13.1.1 Wires, Conductors, and Cables.

Conductors and wiring shall conform to the provisions in Section 86-2.08, "Conductors and Cables," as well as Section 86-2.09, "Wiring," of the State Standard Specifications and these special provisions.

Conductors shall be spliced by the use of "C" shaped compression connectors as shown on the plans. Splices in low voltage circuits (600 Volts maximum) shall be insulated by Method B.

Aluminum conductors shall not be substituted for copper.

701-13.3.1 Bonding and Grounding.

Bonding and grounding shall conform to the provisions in Section 701-13.3 of SSPWC, Section 86-2.10, "Bonding and Grounding," of the State Standard Specifications and these special provisions.

Grounding jumpers shall be attached by a 3/16 inch or larger brass bolt in the standard or in the pedestal, and shall be run to the conduit, ground rod, or bonding wire in the adjacent pull box. Grounding jumpers shall be visible after cap has been poured on foundations.

701-14.1 Services.

Services shall be as indicated on the drawings.

701-16.1 Street Lighting Construction.

Street lighting construction shall conform to the provisions in Section 701-16 of the SSPWC and these special provisions.

Street Name Signs.

The sign panels shall be 18 inches in height between borders and shall include the new City seal at the left side of each panel. The City seal shall be approved by the City Engineer prior ordering the sign panels.

Payment: Contractor shall include the cost of labor, material, equipment and shall be paid at contract unit price.

Signs on Mast Arm and Traffic Signal Poles.

All signs shall follow Table 2B-1 (CA) California Regulatory Sign and Plaque Sizes. Location of sign on mast arm will follow State of California Department of Transportation Standard Plans 2015 or latest edition. Bottom of sign shall be seven foot (7') minimum over sidewalk.

Payment: Contractor shall include the cost of labor, material, equipment and shall be paid at contract unit price.

701-17 TRAFFIC SIGNAL CONSTRUCTION.

701-17.3 Signal Faces and Signal Heads.

Signal faces, signal heads and auxiliary equipment, as shown on the plans, and the installation thereof, shall conform to the provisions in Sections 86-4.01, "Vehicle Signal Faces," 86-401C, "Visors," 86-4.01E, "Backplates," and 86-4.04, "Signal Mounting Assemblies" of the State Standard Specifications and these special provisions.

All vehicle and pedestrian signals shall be LED as manufactured by GELcore or approved equal.

All LEDs for traffic signal units shall be furnished by the Contractor.

Signal section housings, backplates and visors shall be the metal type.

701.17.6 Vehicle Detectors.

701-17.6.1 General.

The following is hereby added to this subsection of Standard Specifications:

The installation of traffic signal loop detectors shall include adding required conductors, making required modifications at the controller and any other modifications necessary for proper operation described in the Caltrans Standard Specifications and as required by the Engineer. All equipment, materials, and components for traffic detector loops and the installation thereof, shall conform to the latest edition of the Caltrans Standard Plans and Standard Specifications, Section 86, "Electrical Systems," except as noted in these Special Provisions and on the plans.

701-17.6.3 Inductive Loops.

The following is hereby added to this subsection of Standard Specifications if inductive loops are used:

Residue resulting from slot cutting operations shall not be permitted to flow across shoulders of lanes occupied by public traffic and shall be removed from the pavement surface.

Obtain approval for exact loop location prior to final placement. Perform preliminary striping layout prior to loop detector layout. Loop detectors shall be as noted on the plans.

The Contractor shall test the detectors with a motor driven cycle, as defined in the California Vehicle Code, which is licensed for street use by the Department of Motor Vehicles. The unladen weight of the vehicle shall not exceed 220 pounds, and the engine displacement shall not exceed 100 cubic centimeters. Special features, components, or vehicles designed to activate the detector will not be permitted. The Contractor shall provide an operator who shall drive the motor driven cycle through the response or detection area of the detector not less than three (3) times per hour or more than seven (7) miles per hour. The detector sensor unit shall provide the required output in response to this test. Detectors shall be tested after installation and after placement of overlay.

Full compensation for traffic detector loops and for replacing and relocation of traffic signal boxes shall be considered as included in the contract price bid for traffic signals at each intersection and no additional compensation will be allowed.

701-17.7 Pedestrian Signals.

Pedestrian pushbutton housings shall be die-cast or permanent mold cast aluminum. Pedestrian push button signs shall be porcelain enameled metal.

Pedestrian countdown heads signals shall conform to the provisions in Section 86-4.03, "Pedestrian Signal Faces," of the State Standard Specifications and these special provisions.

Pedestrian countdown heads signals shall be LED as manufactured by GELcore or approved equal.

701-18 TRAFFIC SIGNAL FIELD TESTS.

Field Tests shall conform for the provisions in Section 86-2.14, "Testing," of the State Standard Specifications and these special provisions.

In lieu of state testing, the testing of traffic signal equipment, including controller units, fully wired cabinets and auxiliary equipment as specified in Section 86.3, "Controller Assemblies," of the State Standard Specifications will be performed by the City. Approximately 21 days will be required for testing and notification of the final results. The City shall be responsible for the cost of the first test. The Contractor shall be responsible for the costs of re-testing if the first test fails. The Contractor shall be

responsible for the cost of transportation of equipment to and from the designated laboratory.

The Engineer shall be informed not less than 24 hours prior to the intended turn-on and beginning of the functional test. The ten-day functional test shall not start on a Friday, Saturday, Sunday, holiday, or any day preceding a holiday.

The Contractor shall arrange to have a signal technician, qualified to work on the controller and employed by the controller manufacturer or his representative present at the time the equipment is turned on, during the first day of the functional test and upon completion of the field installation.

Prior to turn-on, all equipment as shown on the plans shall be installed and operable. All louvers, hoods, and signal heads shall be directed to provide proper visibility. All signs, striping, and pavement markings as required on the plans shall be in place prior to turn on. Turn-on shall take place only during the hours between 9:00 AM. and 2:00 PM on weekdays.

701-19 PAINT AND GALVANIZING.

All castings and steel pipe shall be factory powder coated to a color to be specified.

701-20 SALVAGING ELECTRICAL EQUIPMENT.

701-20.1 Salvaging electrical equipment shall conform to the provisions in Section 701-20 "Salvage" of the SSPWC, Section 86-7, "Removing, Reinstalling, or Salvaging Electrical Equipment," of the State Standard Specifications and these special provisions.

Equipment shall be salvaged as indicated on the plans. Salvaged equipment shall be the responsibility of the Contractor. The Contractor for later use by the City shall deliver all salvaged traffic signal equipment from this project to the City's Public Works facilities.

Full compensation for salvaging and delivery of equipment shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

701-21 BATTERY BACKUP SYSTEM.

The following specifications for a Battery Back Up System shall apply for furnish and install a battery backup system (BBS) complete. The final decision for the type of installation enclosure for the battery backup system will be done during construction by the City of Bell Gardens upon review of the field conditions.

ALPHA FXM 1100 battery backup system complete in a separate cabinet mounted to the existing Type "M" cabinet. The traffic signal controller cabinet shall be wired for 8 vehicular phases. Contractor shall install all necessary equipment and appurtenances

to provide the intended operation shown in the signal phase diagram on the signal plans. Cabinet flanges shall be on the inside.

The battery back-up system (BBS) shall include, but not limited to the following: inverter/charger, power transfer relay, batteries, a separate manually operated non-electronic bypass switch and all necessary hardware and interconnect wiring. The BBS shall provide reliable emergency power to a traffic signal in the event of a power failure or interruption.

The BBS shall be capable of providing full power for full run-time operation for an "LED only" intersection (all colors red, yellow, and green) or flashing mode operation for an intersection using Red LED's.

The BBS shall be designed for outdoor applications, in accordance with the Caltrans Transportation Electrical Equipment Specifications (TEES), dated March 12, 2009, Chapter 1, Section 8, and TEES Chapter 4, "Specifications for Battery Back-up System", Section 1, dated July 7, 2009.

701-22 PAYMENT.

Payment for Traffic Signal System Upgrade As Shown On Plans, shall be based on **Lump Sum (LS) Price** basis installed complete and operational and shall be considered full compensation for furnishing labor, materials, equipment, coordination, permits, and incidentals, and for doing all of the work involved in furnishing, installing, removals, salvaging, modifying traffic signal systems, conduits, wiring, traffic detector loops, signal boxes, signs, restoration, and operationally complete in place, as shown on plans, and as specified in these special provisions, as directed by the Engineer.

Bid Item No. 4 –Install Temporary Signal Poles

700-5.1 Maintaining Existing and Temporary Electrical Systems (modified as follows):

Maintaining existing and temporary electrical systems shall conform to the provisions in Section 86-1.06, "Maintaining Existing and Temporary Electrical Systems," of the State Standard Specifications and these special provisions.

If the existing signal and lighting system must be shut down during construction, the Contractor shall have all temporary installations (including all required appurtenances and signal heads) completely installed PRIOR to shut down. Temporary signal poles shall comply with referenced City of Los Angeles Standard (S-57.2D) in Appendix A.

Full compensation for furnishing and installation of any and all temporary signal and lighting systems (including all necessary appurtenances) and maintaining and removing the temporary system shall be included in the contract bid price for traffic Signals at each intersection and no other compensation will be allowed.

Traffic signal and lighting system shut downs shall be limited to periods between the hours of 9:00 AM. and 3:00 PM The Contractor shall place "Stop Ahead" and "Stop" signs that direct vehicle through the intersection during traffic signal system shutdown.

Temporary "Stop Ahead" and "Stop" signs shall be either covered or removed when the system is turned on.

"Stop Ahead" and "Stop" signs shall be furnished by the Contractor and shall conform to the provisions in Section 12-3.06, "Construction Area Signs," of the State Standard Specifications. Minimum size of "Stop" signs shall be 36 inches.

One "Stop Ahead" and one "Stop" sign shall be placed for each direction of traffic. For two lane approaches, two "Stop" signs shall be placed. Location of the signs shall be as directed by the Engineer.

Full compensation for furnishing, installing, maintaining and removing temporary "Stop Ahead" and "Stop" signs and for covering signs not in use shall be considered as included in the contract price bid for the traffic signals at each intersection and no addition compensation will be allowed.

Payment for Install Temporary Signal Poles shall be based on **Each (EA)** Unit Price basis and shall include full compensation for all labor materials, tools, equipment, and for doing all work involved, including traffic control and delivery of all required signs to the Public Works Facility at the end of the project.

Bid Item No. 5 – Potholing for Utility Lines and Foundations

Foundation Holes

A one-sack slurry mix shall be used to backfill foundation holes created as a result of removing the existing foundations. If the area excavated for a new foundation is deemed to have unstable soil as determined by the Engineer, then the area excavated shall be backfilled with one sack slurry mix, 24 hrs. prior to re-excavation for the new foundation. Where the new foundation is within three (3) feet of the existing foundation, the removal and backfill of the existing foundation shall occur prior to the installation of the new foundation.

Payment for Potholing for Utility Lines and Foundations shall be based on **Lump Sum (LS)** Unit Price basis and shall include full compensation for all labor materials, tools, equipment, and for doing all work involved, including traffic control and delivery of all required signs to the Public Works Facility at the end of the project.

Bid Item No. 6 – Install Public Improvement Project Signs

The Contractor shall supply, erect, and maintain public improvement project signs for the duration of construction according to the specifications set forth below. A scaled layout of the sign shall be submitted to the City Engineer for approval prior to fabrication. The sign is illustrated in Appendix "H".

Size: 4 feet by 4 feet sheet plywood mounted on posts with a 7 feet clearance above ground level.

Materials: 3/4-inch (exterior type) plywood (C-C EXT-DFPA grade).

Support: 4-inch by 4-inch by 11 feet posts.

Mounting: Frame shall be constructed using 2 inches by 6 inches by 8 feet skids centered on each post and a 2 inches by 4 inches by 5 feet 6 inches 60 degree brace for each skid and a 2 inches by 6 inches cross-strut between the bottom of the posts all of bolted construction. Plywood panel shall be mounted using 1/2 inch by 8 inch carriage bolts at 24 inches (maximum) on center.

Paint: Panel Face: Three coats outdoor enamel (sprayed) Panel Rear and Frame: Two coats outdoor enamel (sprayed).

Color: Stark white background and blue lettering.

Lettering: Silkscreen enamels, Helvetica medium.

Covering: 1/4 inch clear plastic.

Location: The signs shall be placed at each end of the street that work is being constructed on. If various locations of work are included, the signs will be moved by the Contractor per the AGENCY's schedule.

Disposition: After the Notice of Completion is issued, the sign shall become the property of the AGENCY, and the Contractor shall deliver the sign to the Public Works Facility at no expense to the AGENCY.

Payment for Installation of Public Improvement Project Signs shall be based on **Each (EA)** Unit Price basis and shall include full compensation for all labor materials, tools, equipment, and for doing all work involved, including delivery of the signs to the Public Works Facility at the end of the project.

Bid Item No. 7 – Provide Construction Survey

Construction Survey consists of furnishing transportation, labor, materials, and equipment to provide surveying and field engineering under the direction of a land surveyor or professional engineer licensed in the State of California to do surveying. Furnish skilled labor, instrument platforms, ladders and such other temporary structures, required lighting for making and maintaining points and lines in connection with the surveys required.

Construction Survey shall conform to the Standard Specification Section 2-9. Work under this Section includes, but is not limited to, the following:

1. Establish and maintain horizontal and vertical control points from City Engineer-supplied benchmarks and baselines.
2. Establish temporary benchmarks.
3. Layout of all work.
4. Construction staking for earthwork and paving work required on the project.
5. Control, staking, and grade checking for all earthworks.
6. Maintain records on reproducible contract drawings (ASCII points file) of as-constructed locations of project components and features during the course of the project.
7. Establish/reestablish survey monuments as shown on the construction drawings and file Corner Record Survey with the County and City Engineer.

City Engineer reserves the right to check the accuracy of Contractor's survey measurements and calculations. Regardless of whether or not the City Engineer exercises this right, the requirements for Contractor accuracy and adequacy will not be waived.

Copies of all completion survey notes, and other data shall be furnished to the City Engineer prior to beginning work that requires their use.

Prior to completion of Project and when requested by City Engineer, Contractor shall submit a copy of site drawing and certificate signed by California Registered Land Surveyor or Professional Engineer as applicable, that elevations and locations of Work are in conformance with Contract Documents.

Contractor shall set permanent monuments and file "Record of Survey Map". The Contractor shall be responsible to maintain a complete and accurate log of control and survey work as it progresses.

Contractor shall field verify locations of survey control points prior to starting any work on the Project Site. Contractor shall establish and submit to City Engineer any temporary control points as necessary due to construction activity. The Contractor shall notify City Engineer of any discrepancies discovered and resolve prior to starting any work.

The Contractor shall lay out work from the City Engineer's established control points, baselines, ranges and gauges and shall be responsible for all measurements in connection therewith. Furnish, at Contractor's expense, all stakes, templates, platforms, equipment, range markers, and labor as may be required in laying out any part of the Work from the points and lines established by the City Engineer. The Contractor will be held responsible for the execution of the Work to such lines and grades as may be established or indicated by the City Engineer. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the City

Engineer until authorized to remove them. If such marks are destroyed by the Contractor or through negligence prior to their authorized removal, they may be replaced by the City Engineer at City Engineer's discretion. The expense of replacement will be deducted from any amounts due, or to become due, the Contractor.

Surveying shall conform to methods, procedures, and requirements of the CALTRANS Survey Manual. Contractor shall set finish grades at a maximum of 50-ft. intervals for dirt, 25-ft. intervals for rock and at all grade breaks. Contractor shall establish or reestablish baselines and field control points as necessary and provide all basic site engineering to assure accurate locations and elevations for construction. It will be contractor's responsibility to verify location and elevation of existing structures and utilities as required for new work.

Control datum for survey is indicated on Contract Drawings. Contractor shall locate and protect, or replace survey control and reference points, preserve permanent reference points during construction and provide record of survey for replacement at record monument. The contractor shall report to City Engineer loss or destruction of any reference point or relocation required because of changes in grades or other reasons and replace dislocated survey control points based on original survey control. There will be no changes without prior written notice to City Engineer.

Establishing survey monument consists of furnishing transportation, labor, materials, and equipment to provide surveying and field engineering under the direction of a land surveyor or professional engineer licensed in the State of California to do surveying. Furnish skilled labor, instrument platforms, ladders and such other temporary structures, required lighting for making and maintaining points and lines in connection with the surveys required.

Establishing survey monuments shall conform to the Standard Specification Section 309.

Payment for Provide Construction Survey shall be on a **Lump Sum (LS)** Price basis and shall be considered full compensation for furnishing labor, materials, equipment, associated excavation and backfill, and disposal to complete the construction, and no additional compensation will be allowed therefor. Submit electronic files of surveys conducted for Progress Payments with each Pay Request.

Mobilization and Demobilization (NOT A BID ITEM)

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all nonworking days during construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

Compensation for mobilization/demobilization shall be included in the other items of work and no additional compensation will be allowed.

All Other Items of Work (NOT A BID ITEM)

Compensation for all other items of works that are not identified shall be included in the other items of work and no additional compensation will be allowed.

APPENDIX "A"
STANDARD PLANS

LIST OF STANDARD PLANS

Plan No.

Description

Caltrans Standard Plans 2015

ES-4A	Signal Heads
ES-4B	Pedestrian Signal Heads
ES-4E	Optical Detector Mounting
ES-5A, ES-5B	Electrical Systems (Detectors)
ES-5C	Pedestrian Signal and Push Button
ES-7A	Type 15TS Standard
ES-7B	Type 1-A Standard
ES-7E, ES-7F	Signal and Lighting Standard
RSP ES-8B	Traffic Pull Box

City of Los Angeles – Department of Transportation

S-57.2D	Signal Temporary for Type CD954 Standard
---------	---

Dist.	County	Project	Sheet	Adapt.
			ES-4A	1

POST OFFICE BOX 1000
SHELTON, WYOMING 82401

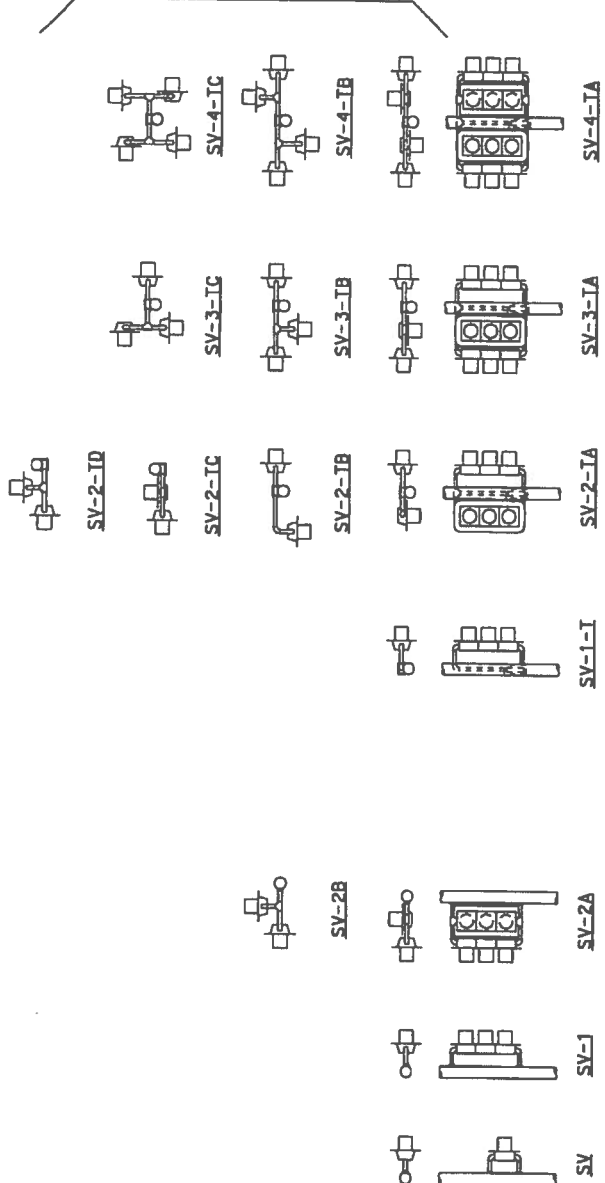
REGISTERED ELECTRICAL ENGINEER

October 30, 2015

DATE OF ISSUE: 10/30/15
 THE STATE OF CALIFORNIA HAS REVIEWED THIS PROJECT AND APPROVES THE DESIGN FOR CONSTRUCTION OF THE PROJECT. THIS APPROVAL IS LIMITED TO THE PROJECT AS SHOWN ON THIS PLAN SHEET.

Professional Engineer Seal: License No. 151978, State of California, Electrical Engineering

PLAN VIEW OF OTHER SIDE MOUNTINGS

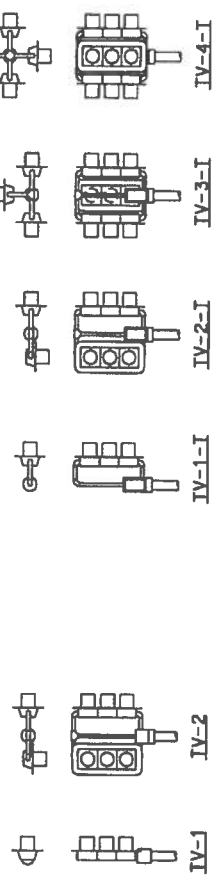


ABBREVIATIONS:

- SV SIDE MOUNTED SIGNAL HEADS
- T TERMINAL COMPARTMENT
- TV TOP MOUNTED SIGNAL HEADS
- 1, 2, 3, 4 NUMBER OF SIGNAL FACES (3 - SECTION, UNLESS OTHERWISE INDICATED)
- A, B, C, D CONFIGURATION OF SIGNALS

SIDE MOUNTINGS

PLAN VIEW OF TOP MOUNTINGS



TOP MOUNTINGS

NOTES:

1. Mountings shall be oriented to provide maximum horizontal clearance to adjacent roadway.
2. Bracket arms shall be long enough to permit proper alignment of signals and backplate installation.
3. See Standard Plans ES-4D and ES-4E for attachment fitting details.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
 (SIGNAL HEADS
 AND MOUNTINGS)**

NO SCALE

ES-4A

Return to Table of Contents

DIST.	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS

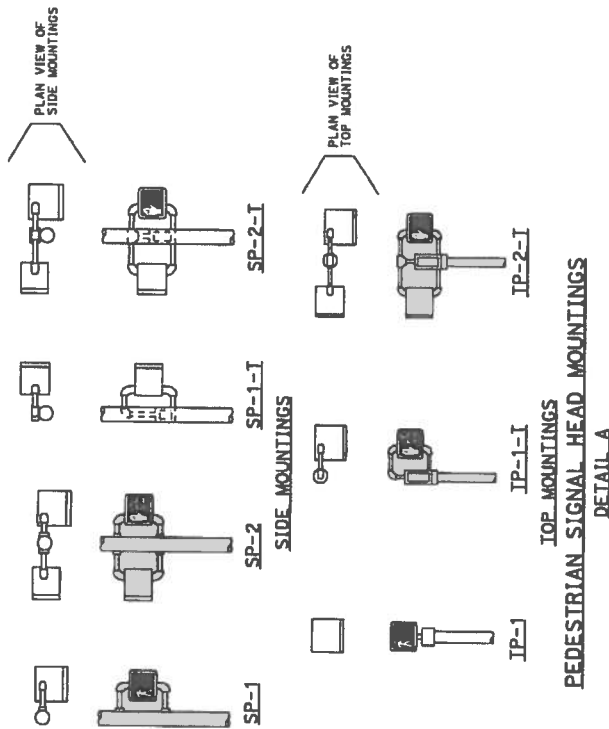
REGISTERED ELECTRICAL ENGINEER
 October 30, 2015
 PLANS APPROVAL
 THE STATE OF CALIFORNIA OR ITS OFFICERS
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR
 THE ACCURACY OR COMPLETENESS OF THE DATA
 CONTAINED IN THIS PLAN SHEET.

NOTES:

1. Mounting shall be oriented to provide maximum horizontal clearance to adjacent roadway.
2. Bracket arms shall be long enough to permit proper alignment of signal.
3. See Standard Plan ES-4D for attachment fittings details.

ABBREVIATIONS:

- 1, 2 NUMBER OF SIGNAL FACES
- SP SIDE MOUNTED PEDESTRIAN SIGNAL
- T TERMINAL COMPARTMENT
- TP TOP MOUNTED PEDESTRIAN SIGNAL



PEDESTRIAN SIGNAL HEAD MOUNTINGS

DETAIL A



PERSON WALKING INTERVAL FLASHING UPRAISED HAND INTERVAL STEADY UPRAISED HAND INTERVAL
 LED COUNTDOWN PEDESTRIAN SIGNAL FACE MODULE DETAIL B

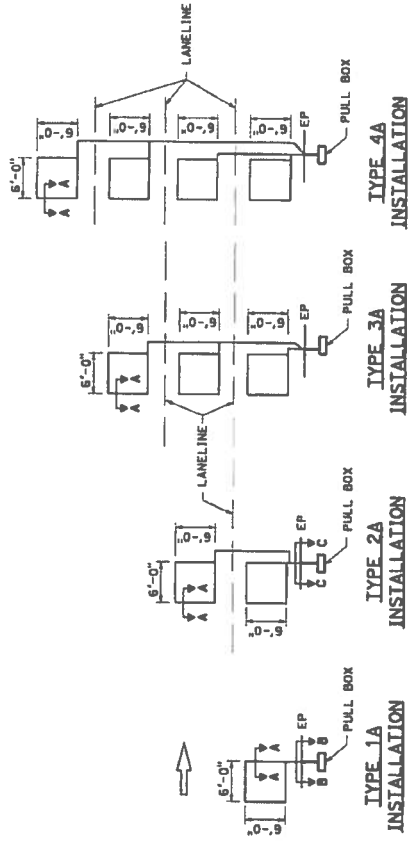
STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
 (PEDESTRIAN SIGNAL HEADS)**

NO SCALE

ES-4B

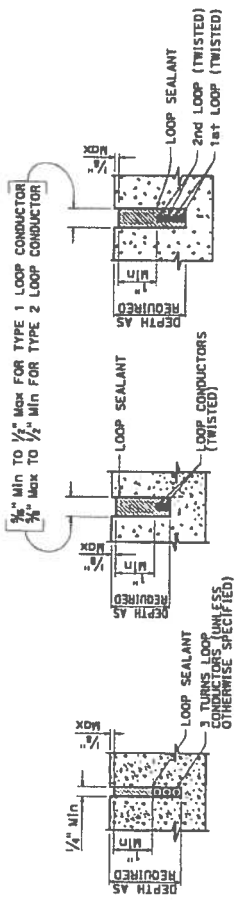
DIST	COUNTY	ROUTE	SHEET TOTAL SHEETS
			NO. SHEETS

REGISTERED ELECTRICAL ENGINEER
 October 30, 2015
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA ON ITS OFFICERS
 IN ANY MANNER NOT BE RESPONSIBLE FOR
 OR THE ACCURACY OF THE INFORMATION CONTAINED
 HEREIN OR THE PLAN SHEETS TO BE ISSUED



SAWCUT DETAILS

- Type A loop detector configurations illustrated
- 1A thru 4A = 1 Type A loop configuration in each lane.
 - 1B thru 4B = 1 Type B loop configuration in each lane.
 - 1C thru 4C = 1 Type C loop configuration in each lane.
 - 1D thru 4D = 1 Type D loop configuration in each lane.
 - 1E thru 4E = 1 Type E loop configuration in each lane.
 - 1F thru 4F = 1 Type F loop configuration in each lane.
- Use Type A, B, C, D, E or F loop detector configurations only unless specified or shown on plans.

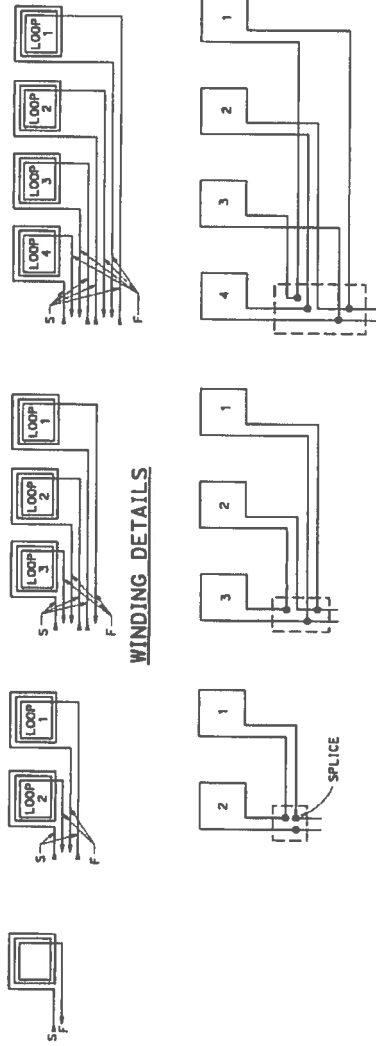


SECTION B-B

SECTION A-A

SECTION C-C

SLOT DETAILS - TYPE 1 AND TYPE 2 LOOP CONDUCTOR



TYPICAL LOOP CONNECTIONS

Dashed lines represent the pull box

ABBREVIATIONS:

- S - START
- F - FINISH

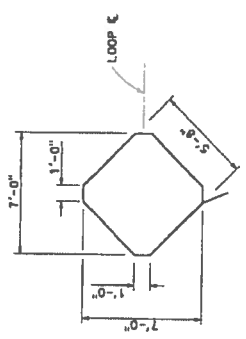
STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
 (LOOP DETECTORS)**

NO SCALE

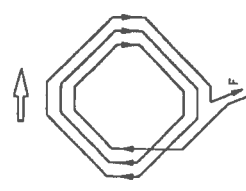
ES-5A

SHEET NO.	COUNT	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS

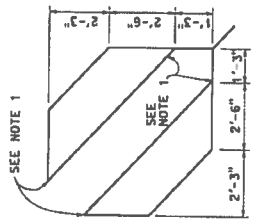
REGISTERED ELECTRICAL ENGINEER
 October 30, 2015
 THE STATE OF CALIFORNIA DOES HEREBY CERTIFY THAT THE ABOVE NAMED ENGINEER IS A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA AND IS RESPONSIBLE FOR THE DESIGN OF THIS PLAN SHEET.
 LICENSE NO. 41819
 EXPIRES 6-30-18
 STATE OF CALIFORNIA



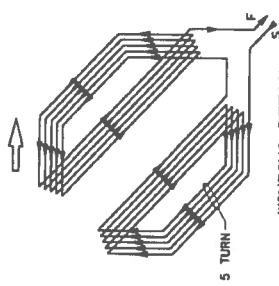
SAWCUT DETAIL
 TYPE B LOOP DETECTOR CONFIGURATION



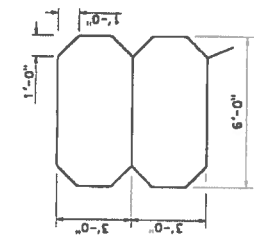
WINDING DETAIL



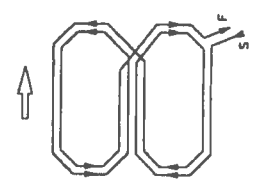
SAWCUT DETAIL
 TYPE D LOOP DETECTOR CONFIGURATION



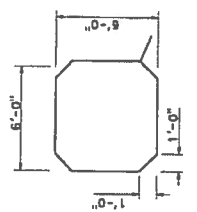
WINDING DETAIL



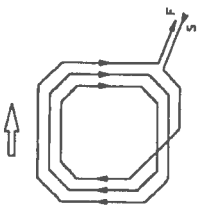
SAWCUT DETAIL
 TYPE Q LOOP DETECTOR CONFIGURATION



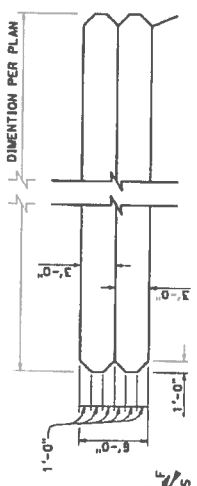
WINDING DETAIL



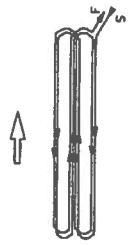
SAWCUT DETAIL
 TYPE A LOOP DETECTOR CONFIGURATION



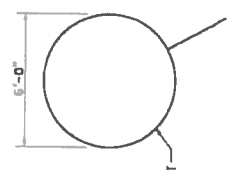
WINDING DETAIL



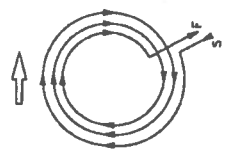
SAWCUT DETAIL
 TYPE C LOOP DETECTOR CONFIGURATION



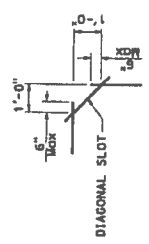
WINDING DETAIL



SAWCUT DETAIL
 TYPE E LOOP DETECTOR CONFIGURATION



WINDING DETAIL



PLAN VIEW OF
 DIAGONAL SLOT
 AT CORNERS

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
 (DETECTORS)**
 NO SCALE

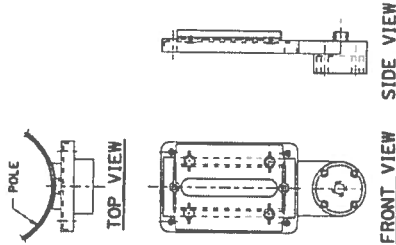
ES-5B

- NOTES:
1. Round corners of acute angle sawcuts to prevent damage to conductors.
 2. Typical distance separating loops from edge to edge is 10' for Type A.
 3. Use Type D loops for limit line detector installations in left turn and bicycle lanes.

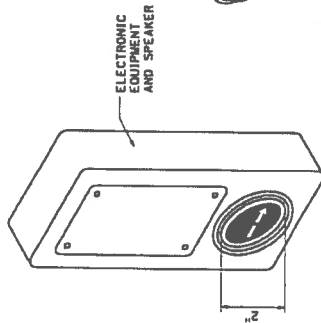
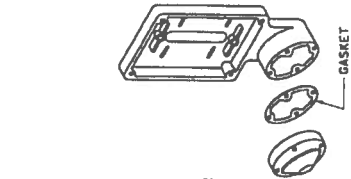
DIST.	COUNTY	ROUTE	POST MILES	SHEET	TOTAL SHEETS
PROJECT: RECEIVED ELECTRICAL ENGINEER DATE: OCTOBER 30, 2015 TIME: 11:58 AM PROJECT NO.: 151128 DRAWING NO.: ES-5C-15 SHEET NO.: 15 OF 15					

NOTES:

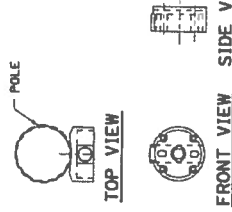
1. Back coating shape to fit curvature of pole.
2. Provide cover fitting for top of post, when PSA is mounted on push button assembly post.
3. Install push button on crosswalk side of standard.
4. Use R10 series regulatory signs and plaques for pedestrian and bicycle facilities.



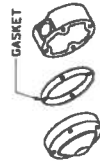
TYPE B PUSH BUTTON ASSEMBLY
DETAIL B



ACCESSIBLE PEDESTRIAN SIGNAL
DETAIL A



TYPE C PUSH BUTTON ASSEMBLY
DETAIL C



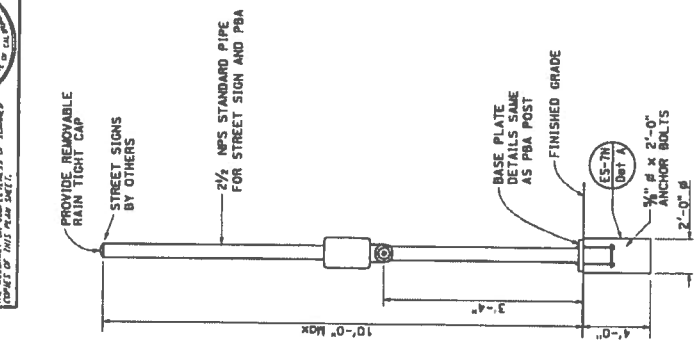
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
ELECTRICAL SYSTEMS
(ACCESSIBLE PEDESTRIAN SIGNAL
AND PUSH BUTTON ASSEMBLIES)
NO SCALE

ES-5C

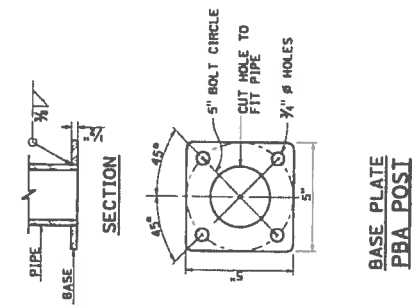
Dist COUNTY ROAD DISTRICT SHEET NO. PROJECT NO. DATE

October 30, 2015
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
 REGISTERED CIVIL ENGINEER
 REGISTERED CIVIL ENGINEER

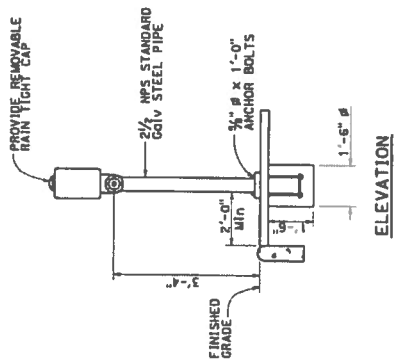
- NOTES:**
1. For additional notes, details and data for Type 15TS and Type 21TS Standards, see Standard Plan ES-6A.
 2. Handhole shall be located on the downstream side of traffic.



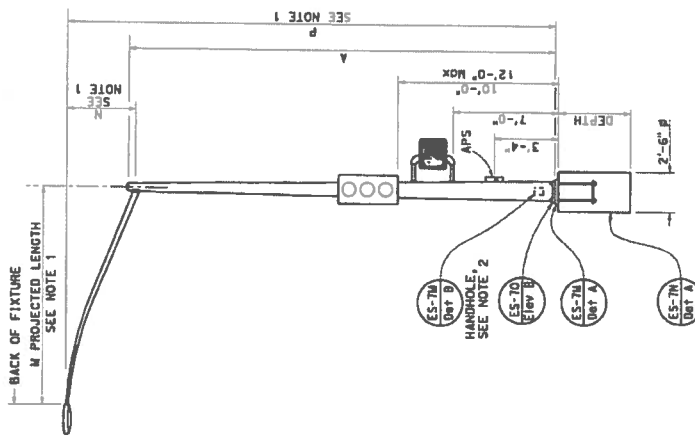
**COMBINED STREET SIGN
 PUSH BUTTON ASSEMBLY POST
 DETAIL C**



**PUSH BUTTON ASSEMBLY POST
 DETAIL B**



**PUSH BUTTON ASSEMBLY POST
 DETAIL A**



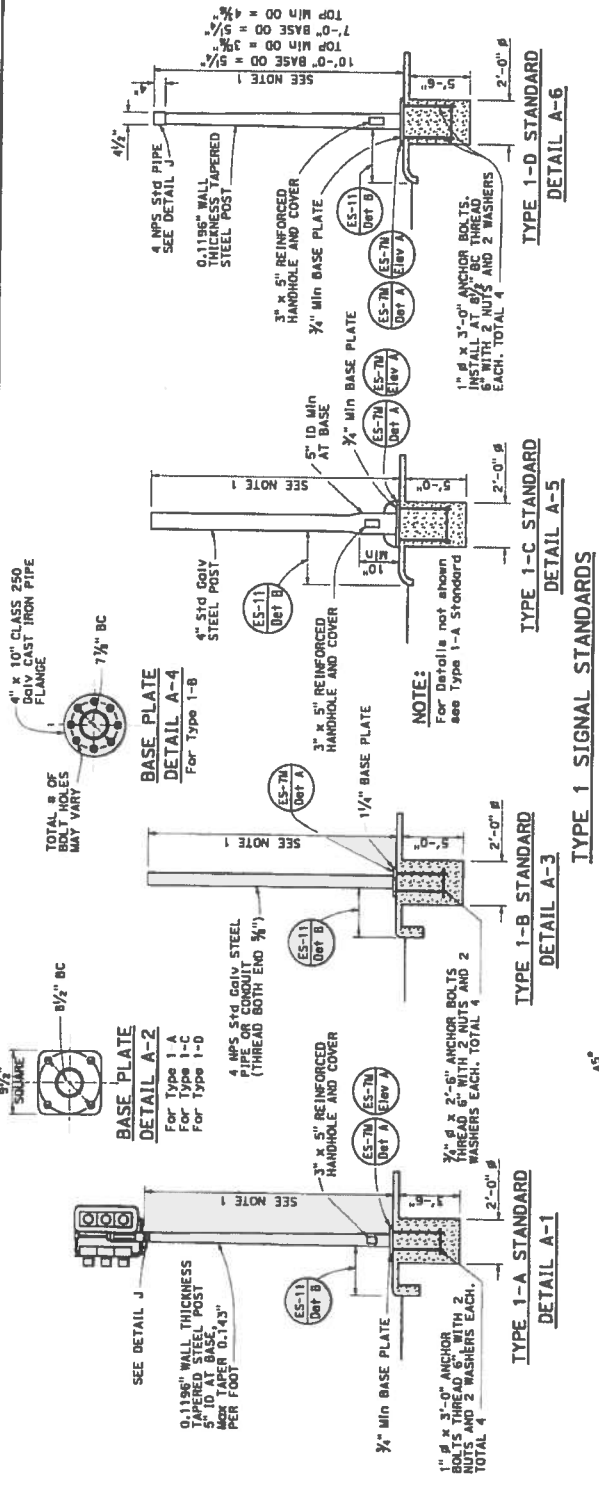
**TYPE 15TS AND 21TS STANDARD
 ELEVATION A
 (See Note 1)**

POLE TYPE	POLE DATA			BASE PLATE DATA			CIDH		
	A HEIGHT	Min OD	WALL THICKNESS	C	BC = BOLT CIRCLE	THICKNESS	ANCHOR BOLT SIZE	DEPTH	DEPTH
15TS	30'-0"	8"	3 3/4"	1'-1 1/2"	1'-0"	2"	1 1/2" # x 42"	7'-6"	7'-6"
21TS	35'-0"	9 3/4"	3 3/4"	1'-3"	1'-2"	2"	1 1/2" # x 42"	8'-6"	8'-6"

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
 (SIGNAL AND LIGHTING STANDARD, TYPE TS,
 AND PUSH BUTTON ASSEMBLY POST)**
 NO SCALE
ES-7A

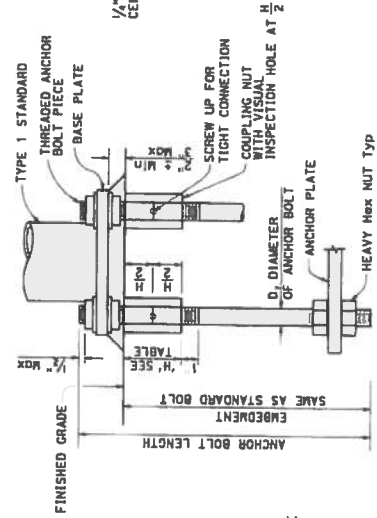
COUNTY ROUTE TOTAL MILES TOTAL SHEETS
 REGISTERED CIVIL ENGINEER
 October 30, 2015
 PLANS APPROVAL DATE
 STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 CONTRACT NO. 13-0000000000000000
 SHEET NO. 1 OF 1

- NOTES:**
1. Standards shall be 10'-0" ± 2" for vehicle signals and 7'-0" ± 2" for pedestrian signals unless shorter pole is noted on project plans.
 2. Top of standards shall be 4 1/2" OD.
 3. Conduits shall extend 2" maximum above (in the event of foundation and for Types 1-A, 1-C, and 1-D) shall be stopped toward handhole.
 4. Anchor bolts shall be bonded to conduit or grounding conductor.
 5. For additional notes and details, see Standard Plans ES-7M and ES-7N.
 6. Pour foundation concrete against undisturbed soil.
 7. For standards with handhole, locate in the downstream side of traffic.
 8. Coupling nuts to be used only when shown or specified on project plans.



TYPE 1 SIGNAL STANDARDS

DETAIL A



ANCHOR BOLTS WITH SLEEVE NUTS

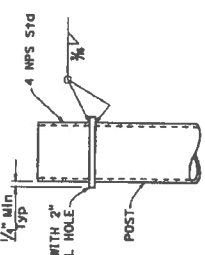
DETAIL C

(See Note 8)

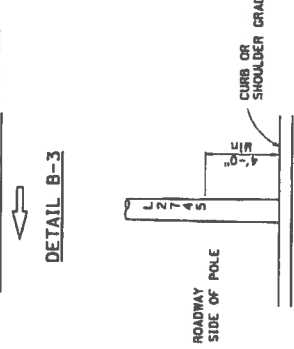
COUPLING NUT TABLE

BOLT DIAMETER	NUT TABLE THICKNESS - H
3/4"	2 1/2"
1"	3"

DETAIL J

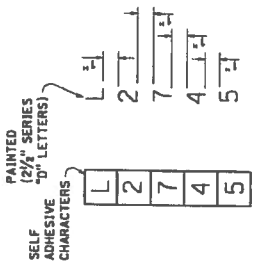


DETAIL B-3



TYPICAL IDENTIFICATION CHARACTER FORMAT

DETAIL B-2



LOCATION OF EQUIPMENT IDENTIFICATION CHARACTERS ON STANDARDS AND POSTS

DETAIL B

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**ELECTRICAL SYSTEMS
(SIGNAL AND LIGHTING STANDARD, TYPE 1
AND EQUIPMENT IDENTIFICATION CHARACTERS)**

NO SCALE

ES-7B

Return to Table of Contents

2015 STANDARD PLAN ES-7F

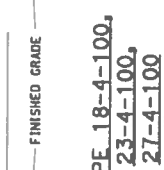
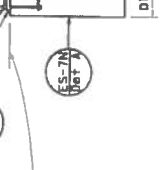
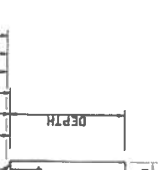
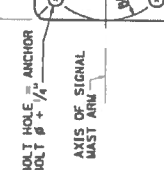
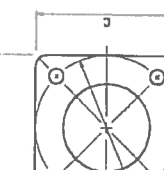
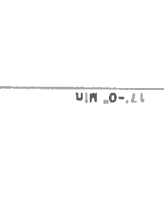
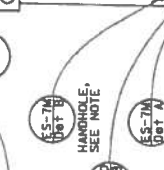
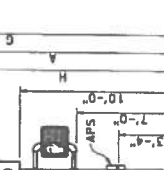
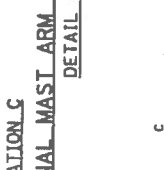
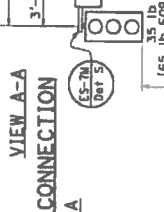
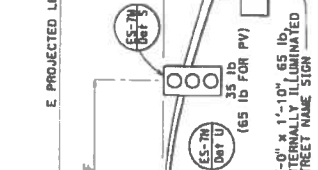
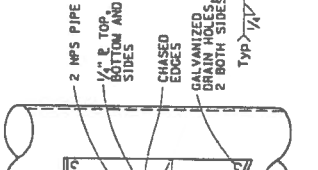
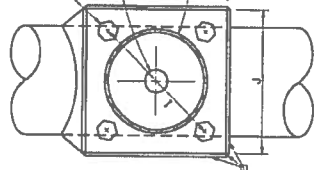
State COUNTY ROUTE TOTAL MILES TOTAL PROJECT MILES

October 30, 2015
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICER
 OR AGENT SHALL NOT BE RESPONSIBLE FOR
 ANY ERRORS OR OMISSIONS OR FOR DAMAGES
 OF ANY KIND OR NATURE.

REGISTERED CIVIL ENGINEER
 [Signature]

NOTE:
 Handhole shall be located on the
 downstream side of traffic.

HS MAX HEAD
 CAP SCREEN TOTAL 4
 2 1/2" Ø HOLE
 2 1/2" Ø HOLE
 GALVANIZED
 CONDUCTIONS



TYPE 18-4-100,
 23-4-100,
 27-4-100
 ELEVATION A

TYPE 19-4-100, 19A-4-100,
 24-4-100, 24A-4-100,
 26-4-100, 26A-4-100
 ELEVATION B

SIGNAL MAST ARM DATA

PROJECTED LENGTH	F D SPACING	G MOUNTING HEIGHT	H	MIN OD AT POLE	THICKNESS	I BOLT CIRCLE	J PLATE SIZE	K MAST ARM THICKNESS	L POLE Ø THICKNESS	M Ø	N RISE	MIN OD AT POLE	P MOUNTING HEIGHT
25'-0"	10'-0"	22'-8"	7"	7"	12"	12"	1'-0"	1 1/2"	1 1/2"	23°	2'-0"	3 1/2"	30'-0"
30'-0"	12'-0"	23'-0"	8"	8"	0.2391"	13 1/2"	1'-0"	1 1/2"	1 3/4"	15°	2'-6"	3 3/4"	31'-6"
35'-0"	14'-0"	23'-0"	9"	9"			1'-1 1/2"	1 1/2"	1 3/4"		4'-3"	3 3/4"	32'-0"
40'-0"	15'-0"	23'-8"	10"	10"				1 1/2"	1 3/4"		4'-9"	4 1/2"	32'-6"
45'-0"	15'-0"	23'-8"	10"	10"				1 1/2"	1 3/4"		4'-9"	4 1/2"	32'-6"

LUMINAIRE MAST ARM DATA

PROJECTED LENGTH	M	N	RISE	MIN OD AT POLE	THICKNESS	P MOUNTING HEIGHT
6'-0"	2'-0"	2'-0"	3 1/2"	3 1/2"	0.1196"	35'-0"
8'-0"	2'-6"	2'-6"	3 3/4"	3 3/4"	0.1196"	36'-6"
10'-0"	3'-3"	3'-3"	3 3/4"	3 3/4"	0.1196"	37'-0"
12'-0"	4'-3"	4'-3"	3 3/4"	3 3/4"	0.1196"	37'-9"
15'-0"	4'-9"	4'-9"	4 1/2"	4 1/2"	0.1196"	38'-9"
15'-0"	4'-9"	4'-9"	4 1/2"	4 1/2"	0.1196"	39'-3"

POLE DATA

POLE TYPE	WIND VELOCITY (mph)	LOAD CASE	A HEIGHT	MIN OD BASE	MIN OD AT POLE	THICKNESS	ALTERNATIVE SECTION B LENGTH	C BOLT CIRCLE	ANCHOR BOLT SIZE	LUMINAIRE MAST ARM	SIGNAL MAST ARM	DEPTH	REINFORCED
18-4-100	100	4	17'-0"	7 1/2"	7 1/2"	10'-0"	NONE	1'-5 1/2"	2" Ø x 42"	NONE	25'-0"	11'-0"	YES
19-4-100	100	4	30'-0"	7 1/2"	7 1/2"	10'-0"	NONE	1'-5 1/2"	2" Ø x 42"	NONE	25'-0"	11'-0"	YES
19A-4-100	100	4	35'-0"	12 1/2"	12 1/2"	10'-0"	NONE	1'-5 1/2"	2" Ø x 42"	NONE	25'-0"	11'-0"	YES
23-4-100	100	4	17'-0"	7 1/2"	7 1/2"	10'-0"	NONE	1'-5 1/2"	2" Ø x 42"	NONE	25'-0"	11'-0"	YES
24-4-100	100	4	30'-0"	7 1/2"	7 1/2"	10'-0"	NONE	1'-5 1/2"	2" Ø x 42"	NONE	25'-0"	11'-0"	YES
24A-4-100	100	4	35'-0"	7 1/2"	7 1/2"	10'-0"	NONE	1'-5 1/2"	2" Ø x 42"	NONE	25'-0"	11'-0"	YES
26-4-100	100	4	30'-0"	7 1/2"	7 1/2"	10'-0"	NONE	1'-5 1/2"	2" Ø x 42"	NONE	25'-0"	11'-0"	YES
26A-4-100	100	4	35'-0"	7 1/2"	7 1/2"	10'-0"	NONE	1'-5 1/2"	2" Ø x 42"	NONE	25'-0"	11'-0"	YES
27-4-100	100	4	17'-0"	10 1/2"	10 1/2"	10'-0"	NONE	1'-5 1/2"	2" Ø x 42"	NONE	25'-0"	11'-0"	YES

BASE PLATE DATA

PROJECTED LENGTH	M	N	RISE	MIN OD AT POLE	THICKNESS	P MOUNTING HEIGHT
6'-0"	2'-0"	2'-0"	3 1/2"	3 1/2"	0.1196"	35'-0"
8'-0"	2'-6"	2'-6"	3 3/4"	3 3/4"	0.1196"	36'-6"
10'-0"	3'-3"	3'-3"	3 3/4"	3 3/4"	0.1196"	37'-0"
12'-0"	4'-3"	4'-3"	3 3/4"	3 3/4"	0.1196"	37'-9"
15'-0"	4'-9"	4'-9"	4 1/2"	4 1/2"	0.1196"	38'-9"
15'-0"	4'-9"	4'-9"	4 1/2"	4 1/2"	0.1196"	39'-3"

POLE DATA

POLE TYPE	WIND VELOCITY (mph)	LOAD CASE	A HEIGHT	MIN OD BASE	MIN OD AT POLE	THICKNESS	ALTERNATIVE SECTION B LENGTH	C BOLT CIRCLE	ANCHOR BOLT SIZE	LUMINAIRE MAST ARM	SIGNAL MAST ARM	DEPTH	REINFORCED
18-4-100	100	4	17'-0"	7 1/2"	7 1/2"	10'-0"	NONE	1'-5 1/2"	2" Ø x 42"	NONE	25'-0"	11'-0"	YES
19-4-100	100	4	30'-0"	7 1/2"	7 1/2"	10'-0"	NONE	1'-5 1/2"	2" Ø x 42"	NONE	25'-0"	11'-0"	YES
19A-4-100	100	4	35'-0"	12 1/2"	12 1/2"	10'-0"	NONE	1'-5 1/2"	2" Ø x 42"	NONE	25'-0"	11'-0"	YES
23-4-100	100	4	17'-0"	7 1/2"	7 1/2"	10'-0"	NONE	1'-5 1/2"	2" Ø x 42"	NONE	25'-0"	11'-0"	YES
24-4-100	100	4	30'-0"	7 1/2"	7 1/2"	10'-0"	NONE	1'-5 1/2"	2" Ø x 42"	NONE	25'-0"	11'-0"	YES
24A-4-100	100	4	35'-0"	7 1/2"	7 1/2"	10'-0"	NONE	1'-5 1/2"	2" Ø x 42"	NONE	25'-0"	11'-0"	YES
26-4-100	100	4	30'-0"	7 1/2"	7 1/2"	10'-0"	NONE	1'-5 1/2"	2" Ø x 42"	NONE	25'-0"	11'-0"	YES
26A-4-100	100	4	35'-0"	7 1/2"	7 1/2"	10'-0"	NONE	1'-5 1/2"	2" Ø x 42"	NONE	25'-0"	11'-0"	YES
27-4-100	100	4	17'-0"	10 1/2"	10 1/2"	10'-0"	NONE	1'-5 1/2"	2" Ø x 42"	NONE	25'-0"	11'-0"	YES

BASE PLATE DATA

PROJECTED LENGTH	M	N	RISE	MIN OD AT POLE	THICKNESS	P MOUNTING HEIGHT
6'-0"	2'-0"	2'-0"	3 1/2"	3 1/2"	0.1196"	35'-0"
8'-0"	2'-6"	2'-6"	3 3/4"	3 3/4"	0.1196"	36'-6"
10'-0"	3'-3"	3'-3"	3 3/4"	3 3/4"	0.1196"	37'-0"
12'-0"	4'-3"	4'-3"	3 3/4"	3 3/4"	0.1196"	37'-9"
15'-0"	4'-9"	4'-9"	4 1/2"	4 1/2"	0.1196"	38'-9"
15'-0"	4'-9"	4'-9"	4 1/2"	4 1/2"	0.1196"	39'-3"

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

**ELECTRICAL SYSTEMS STANDARD
 AND LIGHTING STANDARD
 CASE 4 SIGNAL MAST ARM AND SIGNAL
 WIND VELOCITY=100 MPH AND SIGNAL
 MAST ARM LENGTHS 25 TO 45'**

NO SCALE

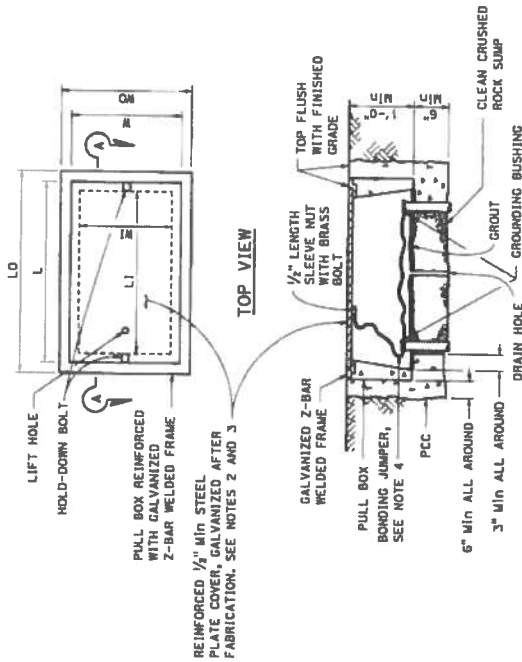
ES-7F

INDICATES MAST ARM LENGTH TO BE USED UNLESS OTHERWISE NOTED ON PLANS.

FILE NO.	COUNTY	ROUTE	POST MILES	SHEET TOTAL
RECEIVED BY: THOMAS J. G. G. ENGINEER DATE: October 30, 2015 PROJECT: STATE ROUTE 151 SHEET: ES-8B DRAWING: ELECTRICAL SYSTEMS (TRAFFIC PULL BOX) SCALE: NO SCALE				

NOTES:

- Traffic pull box shall be provided with steel cover and special concrete footing. Steel covers shall have embossed non-slip pattern.
 - Steel reinforcing shall be as regularly used in the standard products of the respective manufacturer.
 - Pull box covers shall be marked as follows: "SERVICE" Service circuits and "TRAFFIC" Traffic circuits. "TRAFFIC" shall be marked with "TRAFFIC" except pull boxes marked "SPRINKLER-CONTROL", "RAMP METER", "COUNT STATION", "TOS COMMUNICATIONS", and "TELEPHONE Telephone service."
 - No. 3 1/2(T) pull box.
 - "SIGNAL" - Traffic signal circuits with or without lighting or sign lighting circuits.
 - "LIGHTING" - Lighting or sign lighting circuits where voltage is under 600 V.
 - "TRAFFIC SIGNAL" - Traffic signal circuits with or without lighting or sign lighting circuits.
 - "LIGHTING" - Lighting or sign lighting circuits where voltage is under 600 V.
 - "LIGHTING-HIGH VOLTAGE" - Lighting or sign lighting circuits where voltage is above 600 V.
 - "IRRIGATION" - Circuits to Irrigation controller 120 V or more.
 - "RAMP METER" - Ramp meter circuits.
 - "COUNT STATION" - Count or speed monitor circuits.
 - "TOS COMMUNICATIONS" - Communication circuits.
 - "TOS POWER" - TOS power.
 - "TOS POWER" - Telephone demarcation cabinet power.
 - "CCIV" - Closed circuit television circuits.
 - "TMS" - Traffic monitoring station circuits.
 - "CMS" - Changeable message sign circuits.
 - "HAR" - Highway advisory radio circuits.
 - "BOOSTER PUMP" - Booster pump circuit.
4. Bonding jumper for metal covers shall be 3' long, minimum.
5. The nominal dimensions of the opening in which the cover sets shall be the same as the cover dimensions except the length and width dimensions shall be 1/4" greater.
6. Covers and boxes shall be interchangeable with California standard male and female gages. When interchanged with a standard male or female gage, the top surface shall be flush within 1/4".



SECTION A-A
No. 3 1/2(T), No. 5(T) AND
No. 6(T) TRAFFIC PULL BOX

DIMENSION TABLE

PULL BOX	MINIMUM # THICKNESS	MINIMUM DEPTH BOX AND EXTENSION	PULL BOX			COVER		
			LO	LJ	NO	WI	L #	W #
No. 3 1/2(T)	1 1/2"	1'-0"	1'-10" - 1'-11"	1'-5" - 1'-6 1/2"	1'-3" - 1'-4"	10" - 1'-0"	1'-8" - 1'-8 1/2"	1'-1" - 1'-2"
No. 5(T)	1 1/2"	1'-0"	2'-5" - 2'-6"	2'-0" - 2'-1"	1'-6" - 1'-7"	1'-1" - 1'-2"	2'-3" - 2'-3 1/2"	1'-4" - 1'-4 1/2"
No. 6(T)	2"	1'-0"	2'-11" - 3'-1"	2'-6" - 2'-7"	1'-10" - 2'-0"	1'-5" - 1'-6"	2'-9" - 2'-9 1/2"	1'-8" - 1'-8 1/2"

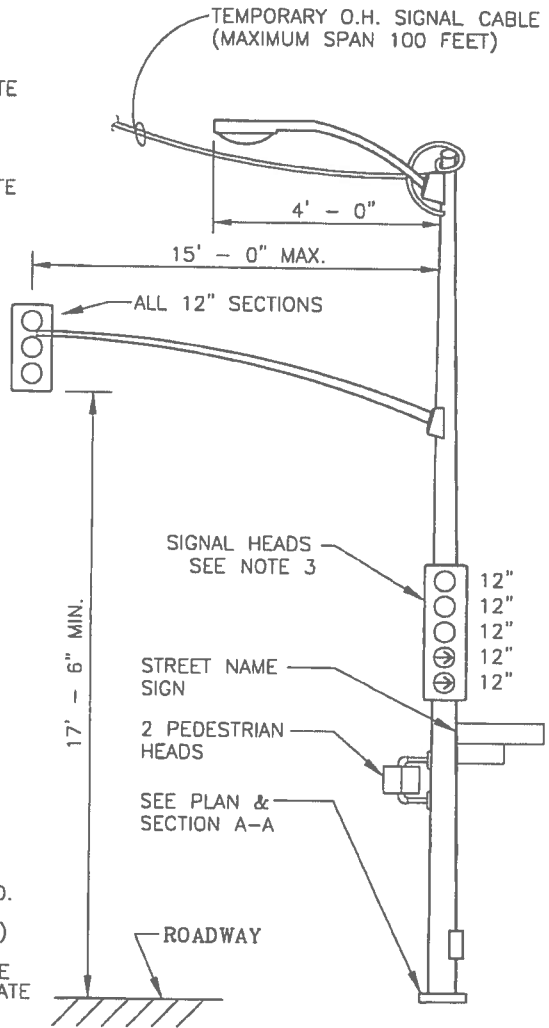
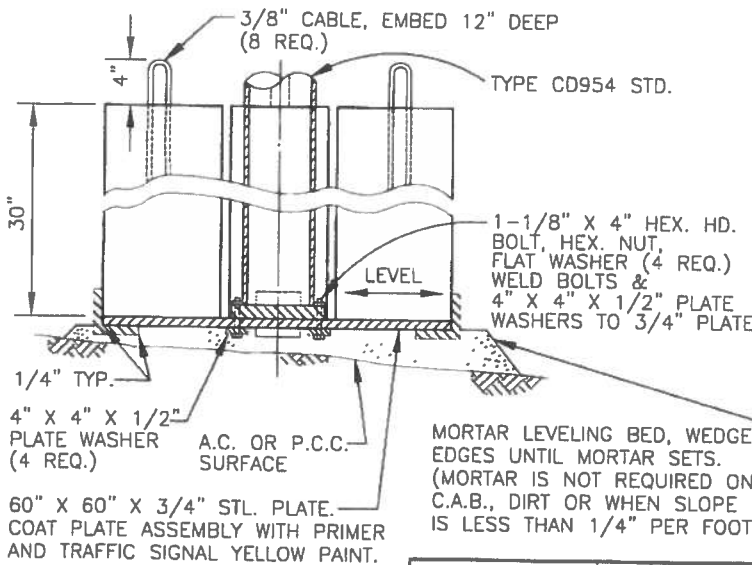
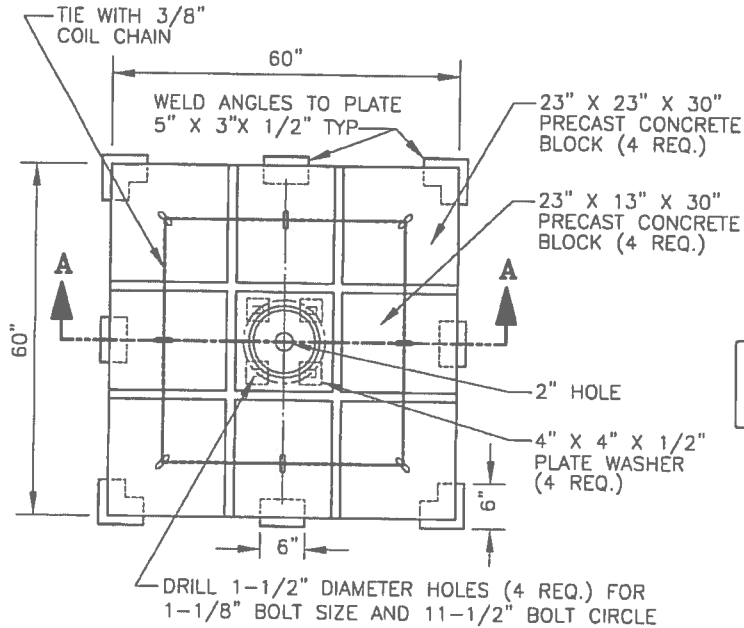
* EXCLUDING CONDUIT WEB # TOP DIMENSION

ES-8B

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NOTES:

1. THE CD954 STANDARD SHALL CONFORM TO DEPT. OF TRANSPORTAION, CITY OF LOS ANGELES, STANDARD DRAWING # S-51.9.6 (FOUNDATION EXCLUDED).
2. THE MAST ARM LENGTH SHALL NOT EXCEED 15'-0".
3. THERE SHALL BE A MAXIMUM OF 2 - 5 SECTION SIGNAL HEADS & 2 - PED. HEADS MOUNTED TO THE SHAFT AND ONE 3-SECTION SIGNAL HEAD MOUNTED AT THE END OF MAST ARM. ALL SIGNAL HEADS TO BE POLYCARBONATE TYPE.



TYPE CD 954 STD.

SECTION A-A

STRUCTURAL ENGINEERING DIVISION
CHECKED FOR STRUCTURAL DESIGN
DIV. ENGR. <u>C. W. Robins</u>
DATE <u>8-29-96</u>

Drawn By	AC	07-30-96
Checked By	AM	07-30-96
Supervised By	AM	07-30-96
Reviewed By	KF	02-13-97

Revisions		

SIGNAL, TEMPORARY FOR TYPE CD954 STD.		
CITY OF LOS ANGELES DEPARTMENT OF TRANSPORTATION ROBERT R. YATES, General Manager		
Approved	<u>2-18-97</u>	DRAWING NO.
Robert R. Yates General Manager		S-57.2D

APPENDIX "B"
DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) CONTRACTOR REGISTRATION
NUMBER FORM

To comply with SB 854, beginning January 1, 2015 the following applies:

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.
3. The project is subject to compliance monitoring and enforcement by the DIR.
4. Require the prime contractor to post job site notices prescribed by regulation (regulation not created yet) or the City must post the notices itself.

Per this requirement, provide the following information:

Contractor Name

Contractor Department of Industrial Relations Registration Number

Expiration Date of Registration Number

(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID)

APPENDIX "C"
FEDERAL REQUIREMENTS

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

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

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49CFR26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR26 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 (49CFR26). To ensure equal participation of DBEs provided in 49CFR26.5, the Agency shows a contract goal for DBEs.

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

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

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

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

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

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 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 49CFR26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the

lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Construction Contract DBE Commitment*, 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, all bidders must complete and submit Exhibit 15-G to the Agency. The DBE Commitment form must be received by the Agency within five (5) days of bid opening.

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

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

b. Good Faith Efforts Submittal

Exhibit 15-H: Proposer/Contractor Good Faith Efforts is due to the local agency within five (5) days of bid opening. Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next on which the agency is open. Only good faith efforts directed towards obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments from other bidders when determining whether the low bidder made good faith efforts to meet or exceed the DBE goal.

c. Exhibit 15-G - Construction Contract DBE Commitment

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

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

d. Subcontractor and Disadvantaged Business Enterprise Records

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

The Agency requests the Contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

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

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

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

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

e. Performance of Disadvantaged Business Enterprises

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

form, included in the Bid.

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

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

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

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

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

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

The contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or subconsultant obtains the agency's written consent. Unless the agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the *Exhibit 15-G: Construction Contract DBE Commitment*.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the *Notice to Contractors*.
3. **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.

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

5. **CONTRACTOR LICENSE**

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

6. **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.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of _____ WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

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

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. 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.

9. 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.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay

retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency, unless as agreed to in writing by the prime contractor and subcontractor, pursuant to Section 7108.5 of the Business and Professions Code. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section this 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.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

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

[The following 10 pages must be physically inserted into the contract without modification.]

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION
CONTRACTS

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- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide 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 and 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.

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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.

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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.

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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.

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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.

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * *

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

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

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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 lowertier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and 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 information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA	25.6
	CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz	19.6
	7500 Santa Rosa CA Sonoma	14.9
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	9.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	17.1
		23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	16.1
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus 8120 Stockton, CA	24.3
	CA San Joaquin Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1

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

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

13. 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.

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

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.

Federal Trainee Program Special
Provisions (to be used when
applicable)**15. FEDERAL TRAINEE PROGRAM**

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

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

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

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in your subcontract.

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

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

Before starting work, submit to the City _____:

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

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

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

Do not employ as an apprentice or trainee an employee:

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

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

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

1. It is calculated to:

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

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

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

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

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you

comply this section.

Each apprentice or trainee must:

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

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training

APPENDIX "D"
FEDERAL BID FORMS

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.

X

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No _____

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

PUBLIC CONTRACT CODE 10232 STATEMENT

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

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

X

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

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

In 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.

X

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

X

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:

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

2. Status of Federal Action:

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

3. Report Type:

- a. initial
- b. material change

For Material Change Only:

year _____ quarter _____
 date of last report _____

4. Name and Address of Reporting Entity

- Prime
- Subawardee
 Tier _____, if known

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

Congressional District, if known
6. Federal Department/Agency:

Congressional District, if known
7. Federal Program Name/Description:

8. Federal Action Number, if known:

CFDA Number, if applicable _____
9. Award Amount, if known:

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

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

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
 \$ _____ actual planned

13. Type of Payment (check all that apply)

12. Form of Payment (check all that apply):
 a. cash
 b. in-kind; specify: nature _____
 value _____

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

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

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

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

Signature: _____
 Print Name: _____
 Title: _____
 Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
 Standard Form - LLL

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

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

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

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

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: City of Bell Gardens 2. Contract DBE Goal: 13%
3. Project Description: Install protected-permissive left-turn phases and signal heads
4. Project Location: Various Intersection Improvements
5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		15. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: <u>HSIPL-5373(025)</u> 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____			%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 26. Local Agency Representative's Signature _____ 27. Date _____ 28. Local Agency Representative's Name _____ 29. Phone _____ 30. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____	

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

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

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

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

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

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

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

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

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

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

H. Any additional data to support a demonstration of good faith efforts:

APPENDIX "E"
FEDERAL FORM FHWA 1273

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION
CONTRACTS**

FHWA-1273 -- Revised May 1, 2012

- XII. General
- XIII. Nondiscrimination
- XIV. No segregated Facilities
- XV. Davis-Bacon and Related Act Provisions
- XVI. Contract Work Hours and Safety Standards Act Provisions
- XVII. Subletting or Assigning the Contract
- XVIII. Safety: Accident Prevention
- XIX. False Statements Concerning Highway Projects
- XX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XXI. Compliance with Government wide Suspension and Debarment Requirements
- XXII. 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

5. 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).

6. 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.
7. 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.
8. 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:
- c. 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.
 - d. 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."

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

5. 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:

- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.

- c. 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.
- d. 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:

- e. 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.
- f. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- g. 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.
- h. 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:

- e. 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.
- f. 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).
- g. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- h. 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.

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10. 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.

11. 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.

12. 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.

- c. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- d. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

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

- (4) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (5) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (6) 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.

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V. 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:

- (iv) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (v) The classification is utilized in the area by the construction industry; and
 - (vi) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (5) 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.
- (6) 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.
- (7) 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.
- e. 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.
- f. 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.

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4. 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.

5. 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.

- (3) 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.
 - (5) 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.
 - (6) 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.

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5. 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.

e. 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.

f. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Certification of eligibility.

d. 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).

e. 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).

f. 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.

3. 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.

4. 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.

5. 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.

6. 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:

- (5) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (6) the prime contractor remains responsible for the quality of the work of the leased employees;
- (7) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (8) 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.

6. 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.
7. 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.
8. 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.
9. 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.

4. 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.
5. 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).
6. 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 and 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:

- 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.
- 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.

FHWA-1273 -- Revised May 1, 2012

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.

3. Instructions for Certification – First Tier Participants:

- k. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- l. 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.
- m. 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 or default.
- n. 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.
- o. 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).
- p. 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.
- q. 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.

- r. 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.

s. 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.

- t. 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.

* * *

4. 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.

FHWA-1273 -- Revised May 1, 2012

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)

- h. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- i. 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.
- j. 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.
- k. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- l. 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.
- m. 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.
- n. 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 normally possessed by a prudent person in the ordinary course of business dealings.

- ii. 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).

2. 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.

4. 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.

5. 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 information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

APPENDIX "F"
FEDERAL WAGES

General Decision Number: CA190022 05/03/2019 CA22

Superseded General Decision Number: CA20180033

State: California

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

County: Los Angeles County in California.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 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 calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/04/2019

1 02/01/2019

2 02/15/2019

3 05/03/2019

ASBE0005-002 07/01/2018

Rates Fringes

Asbestos Workers/Insulator

(Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 39.72 20.81

Fire Stop Technician

(Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$ 27.92 18.31

ASBE0005-004 07/02/2018

Rates Fringes

Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....\$ 19.93 11.72

BOIL0092-003 03/01/2018
Rates Fringes
BOILERMAKER.....\$ 44.07 33.52

* BRCA0004-007 05/01/2018
Rates Fringes
BRICKLAYER; MARBLE SETTER.....\$ 40.46 15.15
*The wage scale for prevailing wage projects performed in
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
Palms, Needles and 1-15 corridor (Barstow to the Nevada
State Line) will be Three Dollars (\$3.00) above the
standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 07/01/2017
Rates Fringes
MARBLE FINISHER.....\$ 30.93 12.95
TILE FINISHER.....\$ 25.98 11.23
TILE LAYER.....\$ 37.76 16.37

BRCA0018-010 09/01/2017
Rates Fringes
TERRAZZO FINISHER.....\$ 29.75 12.91
TERRAZZO WORKER/SETTER.....\$ 36.75 13.82

CARP0409-001 07/01/2018
Rates Fringes
CARPENTER
(1) Carpenter, Cabinet
Installer, Insulation
Installer, Hardwood Floor
Worker and acoustical
installer.....\$ 41.84 19.17
(2) Millwright.....\$ 42.91 19.17
(3) Piledrivermen/Derrick
Bargeman, Bridge or Dock
Carpenter, Heavy Framer,
Rock Bargeman or Scowman,
Rockslinger, Shingler
(Commercial).....\$ 42.54 19.17
(4) Pneumatic Nailer,
Power Stapler.....\$ 40.09 19.17
(5) Sawfiler.....\$ 39.83 19.17
(6) Scaffold Builder.....\$ 31.60 19.17
(7) Table Power Saw

Operator.....\$ 40.93 19.17

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

CARP0409-002 07/01/2016

Rates Fringes

Diver

(1) Wet.....\$ 712.48 17.03
(2) Standby.....\$ 356.24 17.03
(3) Tender.....\$ 348.24 17.03
(4) Assistant Tender.....\$ 324.24 17.03

Amounts in "Rates" column are per day

CARP0409-005 07/01/2015

Rates Fringes

Drywall

DRYWALL INSTALLER/LATHER....\$ 37.35 11.08
STOCKER/SCRAPPER.....\$ 10.00 7.17

CARP0409-008 08/01/2010

Rates Fringes

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

ELEC0011-004 01/28/2019

Rates Fringes

ELECTRICIAN (INSIDE

ELECTRICAL WORK)

Journeyman Electrician.....\$ 43.35 3%+27.87

ELECTRICIAN (INTELLIGENT

TRANSPORTATION SYSTEMS Street

Lighting, Traffic Signals,

CCTV,and Underground Systems)

Journeyman Transportation

Electrician.....\$ 45.25 3%+27.97

Technician.....\$ 33.94 3%+27.97

FOOT NOTE:

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

TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals,including electrical circuitry, programmable controllers,

pedestal-mounted electrical meter enclosures and laying of

pre-assembled multi-conductor cable in ducts, layout of

electrical systems and communication installation,

including proper position of trench depths and radius at

duct banks, location for man

holes, pull boxes, street lights and traffic signals.

Installation of underground ducts for electrical,telephone,

cable television and communication systems.
Pulling, termination and
splicing of traffic signal and street lighting conductors and
electrical systems including interconnect, detector loop,
fiber optic cable and video/cable.

TECHNICIAN:

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

* ELEC0011-005 12/31/2018

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

Rates Fringes

Communications System

Installer.....\$ 36.07 3%+14.43

Technician.....\$ 33.30 3%+27.82

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

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

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

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

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

E. Security Systems, Perimeter Security Systems, Vibration

Sensor Systems

Sonar/Infrared Monitoring Equipment, Access Control Systems,
Card Access Systems

*Fire Alarm Systems

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

ELEC1245-001 01/01/2019

Rates Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..\$ 56.79 17.41

(2) Equipment specialist

(operates crawler

tractors, commercial motor

vehicles, backhoes,

trenchers, cranes (50 tons

and below), overhead &

underground distribution

line equipment).....\$ 45.36 16.24

(3) Groundman.....\$ 34.68 15.86

(4) Powderman.....\$ 49.55 3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,

Independence Day, Labor Day, Veterans Day, Thanksgiving Day

and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2019

Rates Fringes

ELEVATOR MECHANIC.....\$ 55.58 34.125

FOOTNOTE:

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

ENGI0012-003 07/01/2018

Rates Fringes

OPERATOR: Power Equipment

(All Other Work)

GROUP 1.....	\$ 45.30	25.25
GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25
GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 48.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25

GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 47.15	25.25
GROUP 2.....	\$ 47.93	25.25
GROUP 3.....	\$ 48.22	25.25
GROUP 4.....	\$ 48.39	25.25
GROUP 5.....	\$ 48.58	25.25
GROUP 6.....	\$ 48.69	25.25
GROUP 7.....	\$ 48.81	25.25

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

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

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

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

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

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

including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

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

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9

cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

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

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

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

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

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

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

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

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

GROUP 19: Rotex concrete belt operator (or similar types);

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

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

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

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

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

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

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

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

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

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

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

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum);

Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

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

T17N, R14E, SBM

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

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

Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W.

Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

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

state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2015

Rates Fringes

OPERATOR: Power Equipment

(DREDGING)

(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

IRON0377-002 01/01/2019

Rates Fringes

Ironworkers:

Fence Erector.....	\$ 32.58	23.41
Ornamental, Reinforcing and Structural.....	\$ 39.00	32.05

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

LABO0300-001 07/01/2018

Rates Fringes

Brick Tender.....	\$ 32.26	18.40
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LABO0300-003 07/01/2018

Rates Fringes

LABORER (TUNNEL)

GROUP 1.....	\$ 40.19	19.07
GROUP 2.....	\$ 40.51	19.07
GROUP 3.....	\$ 40.97	19.07
GROUP 4.....	\$ 41.66	19.07

LABORER

GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07

GROUP 3.....\$ 35.34 19.07
GROUP 4.....\$ 36.89 19.07
GROUP 5.....\$ 37.24 19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations
GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower
GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services;

Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

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

TUNNEL LABORER CLASSIFICATIONS

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

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

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

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

LABO0300-005 01/01/2018

Rates Fringes

Asbestos Removal Laborer.....\$ 33.19 17.78

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

LABO0345-001 07/01/2018

Rates Fringes

LABORER (GUNITE)

GROUP 1.....\$ 42.18 18.27

GROUP 2.....\$ 41.23 18.27

GROUP 3.....\$ 37.69 18.27

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2018

Rates Fringes

Laborers: (HORIZONTAL

DIRECTIONAL DRILLING)

(1) Drilling Crew Laborer...\$ 35.70 14.03

(2) Vehicle Operator/Hauler.\$ 35.87 14.03

(3) Horizontal Directional

Drill Operator.....\$ 37.72 14.03

(4) Electronic Tracking

Locator.....\$ 39.72 14.03

Laborers: (STRIPING/SLURRY

SEAL)

GROUP 1.....\$ 35.86 16.21

GROUP 2.....\$ 37.16 16.21

GROUP 3.....\$ 39.17 16.21

GROUP 4.....\$ 40.91 16.21

LABORERS - STRIPING CLASSIFICATIONS

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

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

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

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

LABO1414-001 08/08/2018

Rates Fringes

LABORER

PLASTER CLEAN-UP LABORER....\$ 33.82 19.40

PLASTER TENDER.....\$ 36.37 19.40

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

PAIN0036-001 07/01/2018

Rates Fringes

Painters: (Including Lead Abatement)

(1) Repaint (excludes San

Diego County).....\$ 27.59 14.92

(2) All Other Work.....\$ 31.12 15.04

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

PAIN0036-006 10/01/2018

Rates Fringes

DRYWALL FINISHER/TAPER

Antelope Valley North of the following Boundary:

Kern County Line to Hwy.

#5, South on Hwy. #5 to

Hwy. N2, East on N2 to

Palmdale Blvd., to Hwy.

#14, South to Hwy. #18,

East to Hwy. #395.....\$ 36.05 19.22

Remainder of Los Angeles
County.....\$ 40.18 19.22

PAIN0036-015 06/01/2018
Rates Fringes
GLAZIER.....\$ 42.20 25.50
FOOTNOTE: Additional \$1.25 per hour for work in a condor,
from the third (3rd) floor and up Additional \$1.25 per
hour for work on the outside of the building from a swing
stage or any suspended contrivance, from the ground up

* PAIN1247-002 01/01/2019
Rates Fringes
SOFT FLOOR LAYER.....\$ 35.35 14.56

PLAS0200-009 08/01/2018
Rates Fringes
PLASTERER.....\$ 36.86 18.00

PLAS0500-002 07/01/2018
Rates Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 35.75 22.48

PLUM0016-001 09/01/2018
Rates Fringes
PLUMBER/PIPEFITTER
Plumber and Pipefitter
All other work except
work on new additions and
remodeling of bars,
restaurant, stores and
commercial buildings not
to exceed 5,000 sq. ft.
of floor space and work
on strip malls, light
commercial, tenant
improvement and remodel
work.....\$ 50.13 22.16
Work ONLY on new additions
and remodeling of bars,
restaurant, stores and
commercial buildings not
to exceed 5,000 sq. ft. of
floor space.....\$ 48.58 21.18
Work ONLY on strip malls,
light commercial, tenant
improvement and remodel
work.....\$ 37.10 19.51

* PLUM0078-001 09/01/2018
Rates Fringes
PLUMBER
Landscape/Irrigation Fitter.\$ 46.88 26.47
Sewer & Storm Drain Work....\$ 46.88 26.47

ROOF0036-002 08/01/2018

Rates Fringes

ROOFER.....\$ 38.12 16.97

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

SFCA0669-013 04/01/2018

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

Rates Fringes

SPRINKLER FITTER.....\$ 38.85 21.87

SFCA0709-005 01/01/2018

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

Rates Fringes

SPRINKLER FITTER (Fire).....\$ 42.26 25.92

SHEE0105-002 01/01/2019

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

Rates Fringes

SHEET METAL WORKER

(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....\$ 26.57 10.42

(2) Modernization :

Excluding New Construction

- Under 5000 sq. ft. Does

not include modification,

upgrades, energy

management, or

conservation improvements

of central heating and AC

equipment.....\$ 44.28 28.46

SHEE0105-003 01/01/2019

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

Rates Fringes

SHEET METAL WORKER

(1) Commercial - New

Construction and Remodel

work.....\$ 44.28 28.46

(2) Industrial work

including air pollution

control systems, noise

abatement, hand rails,

guard rails, excluding
aritectural sheet metal
work, excluding A-C,
heating, ventilating
systems for human comfort...\$ 44.28 28.46

SHEE0105-004 08/01/2018

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

Rates Fringes

SHEET METAL WORKER.....\$ 33.88 27.49

TEAM0011-002 07/01/2018

Rates Fringes

TRUCK DRIVER

GROUP 1.....	\$ 30.59	28.59
GROUP 2.....	\$ 30.74	28.59
GROUP 3.....	\$ 30.87	28.59
GROUP 4.....	\$ 31.06	28.59
GROUP 5.....	\$ 31.09	28.59
GROUP 6.....	\$ 31.12	28.59
GROUP 7.....	\$ 31.37	28.59
GROUP 8.....	\$ 31.62	28.59
GROUP 9.....	\$ 31.82	28.59
GROUP 10.....	\$ 32.12	28.59
GROUP 11.....	\$ 32.62	28.59
GROUP 12.....	\$ 33.05	28.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

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

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

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

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

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

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

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,
6-1/2 yds. water level and over; Vehicle or combination of
vehicles - 4 or more axles; Oil spreader truck; Dump truck,
16 yds. to 25 yds. water level

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

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

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

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

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

GROUP 12: Boom Truck 17K and above

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

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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 www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier. A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

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

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

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END OF GENERAL DECISION

APPENDIX "G"
QUALITY ASSURANCE PROGRAM (QAP)

APPENDIX "H"
INSTALL PUBLIC IMPROVEMENT PROJECT SIGNS

12" Ø SEAL

1 3/4"

1 1/2"

1"



NAME OF THE PROJECT
Is Being Constructed by:

1 1/2" THE

CITY OF

2 1/2" BELL GARDENS

ALEJANDRA CORTEZ,

MAYOR

LISSETH FLORES,

MAYOR PRO TEM

PEDRO ACEITUNO,

COUNCILMEMBER

MARCO BARCENA,

COUNCILMEMBER

JENNIFER RODRIGUEZ,

COUNCILMEMBER

CONTRACTOR

ALIGN. TYP.

17 7/8"

[NAME] [BUSINESS NAME] [BUSINESS PHONE] [EMERGENCY PHONE]

7/8"

4'-0" SQ. BOARD

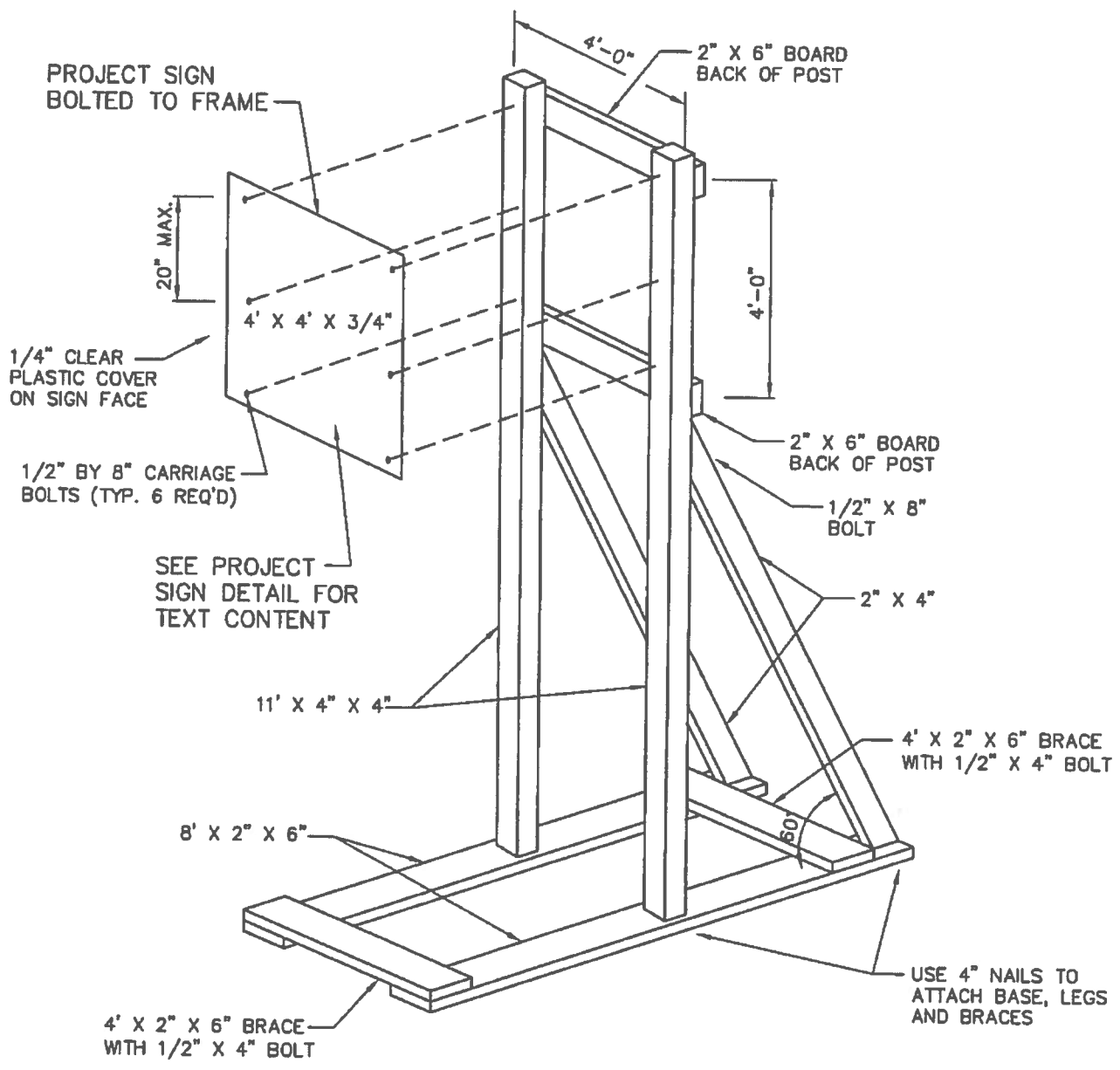
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SIGN LETTERING DETAIL

NO SCALE



PUBLIC IMPROVEMENT SIGN MOUNTING FRAME

NO SCALE