

Specifications and Contract Documents for the Construction of

**ARCATA RAILS WITH TRAIL
PROJECT
Federal Project RPSTPL-5021(019)**

ARCATA, CALIFORNIA

**ENGINEERING DIVISION
PUBLIC WORKS DEPARTMENT
CITY OF ARCATA**

December 2014



**These Specifications and Contract Documents to Accompany Construction
Plans Entitled:**

"ARCATA RAILS WITH TRAIL PROJECT"

**And to be Supplemented, by Reference, with the State of California
Department of Transportation Standard Specifications, May 2010 Edition**

ARCATA RAILS WITH TRAIL PROJECT, RPSTPL-5021(019)

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**CITY OF ARCATA
DEPARTMENT OF PUBLIC WORKS
736 "F" STREET
ARCATA, CA
(707) 825-2101**

**NOTICE TO CONTRACTORS
FOR
ARCATA RAILS WITH TRAIL PROJECT
Federal Project RPSTPL-5021(019)**

Engineer's Estimate \$1,200,000

Sealed bids will be received at the office of the City Manager, 736 F Street, Arcata, CA 95521.

The City of Arcata is soliciting bids for the construction of the Arcata Rails with Trail Project, Arcata, CA. Project runs from north Arcata (Shay Park), through the City to just north of US Hwy. 255. Trail will be constructed along existing streets and rails within City ROW. The scope of the project includes, but is not limited to construction of one mile of Class I, ADA accessible, non-motorized, multiuse, paved trail. Project also includes drainage improvements, construction of Portland Cement Concrete (PCC) sidewalks, curb, gutter and stairway, pedestrian lighting improvements light poles, pull boxes, and modification of existing street lighting, implementation of fencing, physical barriers, signage & striping, traffic control, Stormwater Pollution Prevention Plan (SWPPP), and other related construction operations.

Sealed bids will be received until the hour of **11:00 a.m. on Monday, January 5, 2015**, at which time they will be transferred to the City Council Chambers where they will be publicly opened and read aloud by the Director of Public Works or his designated representative. Said bids will be referred to the Arcata City Council for consideration at their next meeting on or after **January 7, 2015**. **The construction for the project will begin on or after April 15, 2015.**

A mandatory pre-bid meeting is scheduled for Monday, December 15, 2014, at 10:00 a.m. The meeting will begin at the Arcata City Hall in the City Council Chamber (736 "F" Street, Arcata, CA 95521), and will be followed by a project site walk-through.

CONTRACTOR shall possess a Class "A" license at the time this contract is bid or a combination of classes required by the categories and type of work included in this contract.

This CONTRACT is subject to State contract non-discrimination and compliance requirements pursuant to Government Code, Section 12990.

This CONTRACT is Federally-funded and is subject to special terms and conditions pertaining thereto. Consequently, the contractor is advised to be completely familiar with the special documentation and contract procedures associated with federal projects. Contractor non-compliance with Federal requirements will result in non-payment for work performed.

This CONTRACT has a Disadvantaged Business Enterprise (DBE) goal of 6%.

PLANS, SPECIFICATIONS, AND PROPOSAL forms for bidding this PROJECT can be obtained at the office of the City Manager, 736 "F" Street, Arcata, CA 95521, (**contact Contract and Procurement Specialist-Harold Miller (707) 825-2101**) upon payment of a printing service charge in the following amount:

The printing service charge amount of \$100.00 shall not be refundable, plus a shipping and handling fee of \$50.00 is required for mailing of PLANS and SPECIFICATIONS. Checks shall be made payable to the City of Arcata and shall be mailed or delivered in person to the Assistant Purchasing Agent, City Manager's Office, City of Arcata, 736 "F" Street, Arcata, CA, 95521

The Contract Documents may be examined at the following locations:

- City of Arcata, City Hall, 736 "F" Street, Arcata, CA 95521;
- Humboldt Builder's Exchange, 624 "C" Street, Eureka, CA 95501; and

The successful bidder shall furnish a payment bond and performance bond.

The City of Arcata hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

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

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

Pursuant to Section 1733 of the Labor Code, the Director of California Department of Industrial Relations has determined the general prevailing rate of wages. Bidders should contact the Department of Industrial Relations at (415) 703-4281 for General Prevailing Wage Rates on specific job classifications. Future effective wage rates, which have been predetermined, are on file with the California Department of Industrial Relations. Bidders are advised that if they intend to use a craft or classification not on file in the general wage determinations, they may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations.

The City of Arcata reserves the right to reject any and all bids.

Harold Miller, Contract and Procurement Specialist

December 1, 2014

INSTRUCTION TO BIDDERS

1. BID REQUIREMENT

Bids are required for the entire WORK called for in the CONTRACT attached hereto.

The PROPOSAL shall set forth each item of WORK in clearly legible figures, an item price and a total for the item in the respective spaces provided, and shall be signed by BIDDER, who shall fill out all blanks in the proposal form as therein required.

Blank spaces in the PROPOSAL shall be properly filled in and the phraseology of the form must not be changed.

Additions must not be made to the items mentioned therein.

Any unauthorized condition, limitations or provisos, attached to a PROPOSAL will be likely to render it non-responsive and may cause its rejection. Alteration of the bid unit prices or amounts by erasure or interlineations must be explained, or noted, in the proposal over the signature of BIDDER. If the bid is made by an individual, it must be signed by the full name of BIDDER whose address must be given; if it is made by a firm, it must be signed with the co-partnership named by a member of the firm, and the name and full address of each member must be given and if it is made by a corporation, it must be signed by an officer, in the corporate name and the corporate seal must be attached to such signature.

PLANS and CONTRACT DOCUMENTS, to which reference is hereby made for full details and description of said WORK and materials to be provided in said construction, may be seen at the Public Works Department office, 525 9th Street, Arcata, California.

Bids received after the specified opening time will not be considered. The bidder is solely responsible for the timely delivery of his bid.

The City reserves the right to reject any and all bids.

**NEITHER THE PROPOSAL FORM NOR ANY OTHER PORTION OF THIS BOOK
SHALL BE DETACHED THEREFROM.**

All bids must be made on the forms of PROPOSAL provided for that purpose and each bid shall be enclosed in a sealed envelope marked:

ARCATA RAILS WITH TRAIL PROJECT Federal Project RPSTPL-5021(019)

and addressed to the

**CITY MANAGER
CITY OF ARCATA
736 "F" Street
Arcata CA 95521**

Any bid may be withdrawn at any time prior to the time fixed in the published notice for the opening of bids only by written request or the withdrawal of the bid filed with the Arcata City Manager. The request shall be executed by BIDDER or his duly authorized representative. The withdrawal of a bid does not prejudice the right of BIDDER to file a new bid. Whether or not the bids are opened exactly at the time fixed in the published notice for opening bids, a bid will not be received after that time, nor may any bid be withdrawn within sixty (60) DAYS after the time fixed in the published notice for the opening of bids.

2. BID BOND

Each bid must be accompanied by a satisfactory bond, or a certified or cashier's check issued by a responsible bank, payable to the order of the City of Arcata, in an amount not less than ten (10) percent of the total sum of all items of the bid, as a guarantee that BIDDER will enter into the proposed CONTRACT and give the required bonds within ten (10) CALENDAR DAYS after the receipt of the notice that the CONTRACT has been awarded, should the same be awarded to him.

The bid bond accompanying the bid and the proceeds thereof will become the property of the City if BIDDER to whom award of CONTRACT is made fails or refuses to execute the required CONTRACT and provide the required bonds within the above said ten (10) DAYS after the date of receipt of the notice that the CONTRACT has been awarded.

The bid bonds of bidders other than the successful BIDDER may be retained by THE CITY for a period of sixty (60) DAYS after award or until the successful BIDDER and THE CITY have executed the CONTRACT and the successful BIDDER furnishes the bonds as provided herein, whichever occurs first. If a BIDDER to whom the CONTRACT is awarded fails or refuses to execute the CONTRACT and provide the required bonds within the above said ten (10) CALENDAR DAYS after receipt of the notice that the CONTRACT has been awarded, the CITY COUNCIL may award to the next lowest responsible BIDDER and the bid security of BIDDER failing or refusing to execute the CONTRACT shall be forfeited and shall become the property of THE CITY. If a BIDDER to whom the CONTRACT is awarded executes the CONTRACT as herein required, the bid bond of BIDDERS to whom no award was made will be exonerated.

3. AFFIDAVIT

Each PROPOSAL must have thereon or attached thereto the affidavit of BIDDERS that such PROPOSAL is genuine and not sham or collusive or made in the interest or in behalf on any person not therein named, and that BIDDER has not directly or indirectly, induced or solicited any other BIDDER to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that BIDDER has not in any manner sought by collusion to secure for himself any advantage over any other BIDDER.

4. REJECTION OF BIDS

Bids may, at the discretion of THE CITY, be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind. Bids not accompanied by a non-collusion affidavit may be rejected. Bids in which the price of any item appears to be abnormally high or low may also be rejected.

A telegraphic bid, a telegraphic modification of a bid, or a bid received after the ADVERTISED time or receiving bids shall be rejected. A bid not accompanied by a bid bond or a certified cashier's check shall be rejected.

THE CITY reserves the right to reject any or all bids or to waive any defect or irregularity in bidding.

5. CONTRACT

BIDDER to whom award is made will be required to execute a written CONTRACT with THE CITY, and to furnish approved bonds and insurance certificates as herein provided within ten (10) CALENDAR DAYS after the date or receipt of the notice to such BIDDER that said CONTRACT is awarded to him or her.

6. PERFORMANCE BOND

(SAMPLE FORMS ARE IN THE SPECIFICATIONS)

The amount of the Performance and Payment Bonds to be given to secure faithful performance of the CONTRACT shall be one hundred (100) percent of the CONTRACT price thereof and shall provide, in effect, that the principal shall well and truly perform the "contract" rather than "work contracted to be done" as is quite common. If the latter is used, the bond will be rejected.

The Performance Bond shall be security for all of the provisions of the CONTRACT including, but not limited to, the guaranty provisions.

All bonds shall contain the following language:

All alterations, extensions of time, extra and additional work, and other changes authorized by the SPECIFICATIONS or any part of the CONTRACT may be made without securing the consent of the SURETY or sureties on the CONTRACT bonds. SURETY waives any requirement of notice of any such alterations, extensions of time, EXTRA WORK and additional WORK or any other changes.

7. LABOR AND MATERIALS BOND

(SAMPLE FORMS ARE IN THE SPECIFICATIONS)

The amount of the Labor and Materials Bond required to insure payment for labor or the purchase of material or supplies for the Contract shall be one hundred (100) percent of the contract price and shall be given to secure the payment of all claims, demands, liens or charges of material, men, mechanics of labors employed by contract.

All bonds shall contain the following language:

All alterations, extensions of time, extra and additional work, and other changes authorized by the SPECIFICATIONS or any part of the CONTRACT may be made without securing the consent of the SURETY or sureties on the CONTRACT bonds. SURETY waives any requirement of notice of any such alterations, extensions of time, EXTRA WORK and additional WORK or any other changes.

8. INSURANCE

CONTRACTOR shall obtain insurance acceptable to THE CITY in a company or companies acceptable to THE CITY. The required documentation of such insurance shall be furnished to THE CITY at the time he returns the executed CONTRACT. The proper insurance shall be provided

within ten (10) WORKING DAYS, after BIDDER has received the notice that the CONTRACT has been awarded and prior to OWNER executing the CONTRACT and issuing a NOTICE TO PROCEED. CONTRACTOR shall not commence WORK nor shall he allow his employees or subcontractors or anyone to commence WORK until all insurance required hereunder has been submitted and approved and a NOTICE TO PROCEED has been issued.

With respect to performance of WORK under this CONTRACT, CONTRACTOR shall maintain and shall require all of its sub-contractors to maintain insurance as described below:

A. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

"This policy shall not be cancelled or materially changed without first giving thirty (30) DAYS prior written notice by certified mail return receipt requested to the CITY MANAGER of the City of Arcata."

B. Commercial General Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$5,000,000 combined single limit for each occurrence (\$5,000,000 AGGREGATE). Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

- 1) The City of Arcata, its officers, officials, employees and volunteers
- 2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insurance shall not operate to increase the limits of the company's liability.
- 3) The insurance provided herein is primary coverage to the City of Arcata with respect to any insurance or self-insurance programs maintained by the City.
- 4) This policy shall not be cancelled or materially changed without first giving thirty (30) DAYS prior written notice by certified mail return receipt requested has been given to the CITY MANAGER, City of Arcata, 736 "F" Street, Arcata, California, 95521.

- 5) The insurance shall be primary as respects the insured shown in the scheduled above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

C. Automobile liability insurance covering bodily injury and property damage in an amount no less than \$2,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

1. This policy shall not be cancelled or materially changed without first giving thirty (30) DAYS prior written notice by certified mail return receipt requested to the CITY MANAGER, City of Arcata.

2. The City of Arcata, its officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership operation, maintenance, use, loading or unloading any auto owned, leased, hired or borrowed by the Named insured, or for which the named insured is responsible.

D. Documentation

The following documentation shall be submitted to the City of Arcata:

1. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this contract.
2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within ten (10) DAYS of execution of contract.
3. Upon City's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) DAYS of City's request.

E. Policy Obligations

CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

F. Material Breach

If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this CONTRACT, the same shall be deemed a material breach of CONTRACT. THE CITY, at its sole option, may terminate this CONTRACT and obtain damages from CONTRACTOR resulting from said breach. Alternatively, THE CITY may purchase such required insurance coverage, and without further notice to CONTRACTOR, THE CITY may deduct from sums due to CONTRACTOR any premium costs advanced by THE CITY for such insurance. These remedies shall be in addition to any other remedies available to THE CITY.

9. EXPERIENCE

BIDDERS must, if required, present satisfactory evidence that they are fully prepared with the necessary experience, capital, machinery and material to furnish the articles called for and to conduct the WORK as required by the specifications.

10. EXAMINATION OF JOBSITE AND CONTRACT DOCUMENTS

BIDDERS shall carefully examine the site of the contemplated WORK, the PLANS and SPECIFICATIONS, and the PROPOSAL and CONTRACT DOCUMENTS forms therefore and are required to personally satisfy themselves of all local conditions affecting the WORK and delivery of the articles. The accuracy of the interpretation of the facts disclosed by borings or other preliminary investigations is not guaranteed by the CITY.

The BIDDER is advised that this is a federally funded project, and as such subject to substantial special provisions and requirements. The BIDDER must ensure that all federal provisions are read, understood and complied with during the duration of the project, particularly regarding UDBE (see definition, below) issues and related Good Faith effort. In the case of discrepancies between City of Arcata and federal requirements, federal shall prevail.

11. OPENING OF BIDS

BIDDERS are invited to be present at the opening of the PROPOSALS. For the purpose of comparing the bids, approximate quantities in the PROPOSALS will be used. Lowest bidder will be determined by BASE BID only.

12. ADDENDUM

If any person contemplating submitting a bid for the proposed CONTRACT is in doubt as to the true meaning of any part of the PLANS, SPECIFICATIONS or other proposed CONTRACT DOCUMENTS, or finds discrepancies in, or omissions from the PLANS or SPECIFICATIONS, he may submit to the ENGINEER a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.

Any interpretation or correction of the proposed CONTRACT DOCUMENTS prior to bid opening will be made solely in the form of written ADDENDUM to the CONTRACT DOCUMENTS and when issued will be on file at the office of the CITY MANAGER before bids are opened.

Interpretations, corrections, or changes in the proposed CONTRACT allegedly made in any other manner shall not be binding for any purpose and BIDDERS shall not rely on such interpretations, corrections or changes. In addition, all ADDENDA will be mailed to each person purchasing CONTRACT DOCUMENTS, but it shall be BIDDER's responsibility to make inquiry as to the ADDENDA issued. All such ADDENDA shall become part of the CONTRACT documents and all BIDDERS shall be bound by such ADDENDA, whether or not received by BIDDER.

13. TRADE NAMES AND ALTERNATIVES

Pursuant to the requirements of Public Contract Code Section 3400, if any provision of these CONTRACT DOCUMENTS calls for a designated material, product, thing or service by specific brand name or trade name, such designation shall be deemed to be followed by the words, "or equal" so that BIDDERS may furnish any equal material, product, thing or service; provided, however, within a period of fifteen (15) DAYS after award of contract, the successful BIDDER shall submit to the ENGINEER a request for substitution as to any item which CONTRACTOR desires to substitute "an equal" item, and if CONTRACTOR fails to file such request within said time period, he will be deemed to have waived his privilege of substitution. The ENGINEER shall within a reasonable time after having received a request for substitution, issue in writing his decision as to whether the proposed substitute item is "an equal" item. The ENGINEER's decision shall be conclusive on both parties to the contract.

14. ADDITIONAL FEDERAL AND STATE REQUIREMENTS AND CONDITIONS

The bidder is directed to Section 5, pages FR1-FR16 and FSR1-FSR30, of these project documents. The bidder is reminded that all actions pertaining to bidding and, if awarded, fulfilling these contract documents must comply with federal and state requirements and guidelines.

GENERAL CONDITIONS

NOT FOR BUSINESS

GENERAL CONDITIONS

GENERAL CONDITIONS SHALL BE PURSUANT TO “GREENBOOK” STANDARDS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2009 EDITION SUPPLEMENTED BY, WHEN REFERENCED, THE “STATE OF CALIFORNIA STANDARD SPECIFICATIONS, 2010 EDITION”:

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1.1 DEFINITIONS

Acceptance -The formal written acceptance by the CITY of an entire PROJECT which has been completed in all respects in accordance with the SPECIFICATIONS and any modifications previously approved

Agency -Shall be the City of Arcata

Bidder – Any individual, firm, partnership, corporation, or combination thereof, submitting a PROPOSAL for WORK contemplated, and acting directly or through a duly authorized representative.

Board -Shall be the City Council for the City of Arcata

City -Shall be the City of Arcata

City Encroachment Permit-Caltrans District 1-Issued Encroachment Permit for the Arcata Rails with Trail Project

City Standard Plans-The current versions of the City of Arcata Standard Plans

Contractor Encroachment Permit-Caltrans District 1-Issued Encroachment Permit for the Rails with Trail project, obtained by Contractor as part of double-permit.

Contractor – The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, who have entered into the CONTRACT with OWNER, as party or parties of the second part or his or her legal representatives.

Days -Shall be working day unless otherwise specified

Engineer -Shall be the Public Works Director for the City of Arcata, or his Designee.

Liquidated Damages -The amount prescribed in the SPECIFICATIONS to be paid to the CITY or to be deducted from any payments due or to become due to the CONTRACTOR for each DAY'S delay in completing the whole or any specified portion of the WORK beyond the time allowed in the SPECIFICATIONS

Proposal Security -The cashier's check, certified check or Bid Bond accompanying the PROPOSAL submitted by the bidder as a guaranty that the BIDDER will enter into a CONTRACT with the CITY for the performance of the WORK if the CONTRACT is awarded to him.

Standard Specifications -Shall be the “Greenbook” Standard Specifications for Public Works Construction - 2009 Edition.

State Standard Plans -The 2010 edition of the Standard Plans, State of California, Department of Transportation.

State Standard Specifications -The 2010 edition of the Standard Specifications, State of California, Department of Transportation.

Surety -Any firm or corporation executing a surety bond or bonds payable to the CITY, securing the performance of the WORK either in whole or in part, or securing payment of claims for labor and material.

Warranty -The time period following formal acceptance of the WORK in which the CONTRACTOR is required to repair or replace parts of the WORK due to faulty construction. The maintenance warranty starts the date of SUBSTANTIAL COMPLETION except where partial acceptance of a specified area of the PROJECT is made, in which case the warranty period begins on the date of partial acceptance.

Working Days -Working days as used in the SPECIFICATIONS will be defined as any day, except as follows:

- 1.2 Saturdays, Sundays and legal holidays observed by the CITY, and days specifically defined in the City/Contractor Encroachment Permits
- 1.3 Days on which the CONTRACTOR is prevented from working by inclement weather or conditions resulting immediately therefrom as defined in Section 6.05, "Temporary Suspension of WORK".

SECTION 2 -CHANGES IN WORK

2.1 Markup -The markup for extra work is amended and shall be in accordance with the State Standard Specifications.

SECTION 3 -UTILITIES

3.1 Location -The Underground Service Alert phone number for this area is 1-800-227-2600

3.2 Water & Sewer-The City of Arcata is the water and sewer utility provider for areas within and nearby Arcata city limits. Contact the City of Arcata for non-location utility information.

SECTION 4- RESPONSIBILITIES OF THE CONTRACTOR

- 4.1 **Liability Insurance** -This section of the Standard Specifications is amended to be in accordance to the requirements of the Contract Agreement Article VI of the Specifications for the CONTRACT being bid.
- 4.2 **Drainage Control**- CONTRACTOR will be required to submit a Stormwater Pollution Prevention Plan (SWPPP) prior to the start of construction (see Special Provision Section 4). This Plan shall be approved by the ENGINEER prior to commencement of WORK.

4.3 **Traffic Control**-CONTRACTOR shall submit a Traffic Control & Phasing Plan for this project in advance of receiving the Notice-to-Proceed. This Plan shall be approved by the ENGINEER prior to commencement of WORK.

4.3a **State Highway Temporary Traffic Control**-Allowable Lane Closure Hours are the Following:

- 1) Provide one (1) lane in each direction of travel on State Route 255 between the hours of 0700 and 1800 Monday through Friday;
- 2) Provide one (1) lane open in each direction of travel on State Route 255 between the hours of 1000 and 1700 on Saturdays;
- 3) No work will be allowed on Memorial Day Holiday Weekend, Fourth of July and Labor Day Weekends;
- 4) Ramp closures are not allowed under this project and associated encroachment permit;
- 5) Provide one (1) lane in each direction of travel on State Route 255 for North Country Fair and Oyster Festival special events;
- 6) One-way reversible traffic control is authorized and permitted outside of the time restrictions listed in 1, 2, 3 and 5 above.

By noon Monday, the Permittee/Contractor shall fax to the Department's Representative and to Jeanette Candalot, Caltrans Traffic Operations (fax# 707-441-3914) a written schedule of planned closures for the following week period, defined as Friday midnight through the following Friday midnight. The term closure, as used herein, is defined as the closure of a traffic shoulder, lane or lanes, within a single traffic control system. The Closure Schedule shall take the form of the attached ***District 1 Lane Closure Request Form***, furnished by the Department's Representative and shall show the locations and times when the proposed closures are to be in effect. Include times of closures under the **“Details”** paragraph at the bottom of the page. Closure Schedules submitted to the Department's Representative and Traffic Operations with incomplete, unintelligible or inaccurate information will be returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval. Contractor shall also notify the Department's Representative if a scheduled closure is cancelled.

4.4 **Roadway Edge Control**- During course of construction, any edges (i.e. edges resulting from cold-milling operations, etc.) in driven-way of roadway that will be re-opened to traffic shall not exceed 2" in height. CONTRACTOR shall ensure edges created during the course of construction that exceed this height and that will experience public motor vehicle/bicycle traffic will be temporarily ramped to within the 2" requirement.

4-5 Cultural Resources: “If cultural resources are encountered during construction activities, the contractor on site shall cease all work in the immediate area and within a 50’ buffer of the discovery location and notify the City. A qualified archaeologist as well as a Tribal Historic Preservation Officer from the Bear River Band Rohnerville Rancheria, the Blue Lake Rancheria or the Wiyot Tribe are to be contacted by the City to evaluate the discovery. After consultation with all affected tribes and Rancheria the City, as lead agency, will determine if the cultural resource is significant and cannot be avoided. A written plan will be prepared by the City and implemented. If the cultural resource is found to be not significant, the City will provide the contractor written approval to continue with work.

Cultural Resources may include obsidian or chert flakes, tools, locally darkened midden soils, ground stone artifacts, shellfish and faunal remains, and human burials. If human remains are found, CA Health & Safety Code 7050.5 requires that the County Coroner be contacted immediately (707-445-7242). If the Coroner determines the remains to be Native American, the Native American Historic Commission will then be contacted by the Coroner to determine appropriate treatment of the remains pursuant with PRC 5097.98. Violators shall be prosecuted in accordance with PRC Section 5097.99.” Work stopped for Cultural Resources shall be covered under Section 3-4 changed conditions in the Greenbook.

4.6 Caltrans Buried Facilities- It is the responsibility of the Contractor to contact Caltrans Electrical prior to excavating in areas that may have buried Caltrans facilities. Permittee shall notify the Caltrans Electrical Technician at least three (3) working days in advance of beginning work to locate buried facilities prior to any excavations or demolition of existing sidewalk. The assigned Department’s Electrical Technician is Andy Gray at telephone number (707) 825-0233.

The Contractor shall notify Caltrans Electrical Maintenance five (5) days in advance if any signal loop detectors will be damaged by construction activities, if signals will be put on all red flash operation, shut down, or if any temporary signal turning adjustments are needed. ANY LOOP DETECTORS THAT ARE DAMAGED BY THE CONTRACTOR’S OPERATIONS SHALL BE REPLACED WITHIN 24 HOURS.

4.6 Street Closures, Detours, Barricades -This section of the Standard Specifications is amended as follows: *All* street or alley closures, or partial closures CONTRACTOR is required to: 1) obtain approval by the ENGINEER; 2) give 48 hours advance notice of such closure; 3) post the area to be closed and notify the adjacent properties and businesses; and 4) notify the following individuals/agencies with phone calls:

Arcata Public Works Secretary	822-5957
Arcata Police Department	822-2428
California Highway Patrol	822-5981

Arcata Fire Department	825-2000
Humboldt Transit Authority	443-0826
Arcata & Mad River Transit	822-3775
Arcata Ambulance	822-3353
Arcata School District	822-2614
Arcata High School	825-2434

Written approval is required by the ENGINEER.

*** END OF SECTION ***

NOT FOR BID USE

SPECIAL PROVISIONS

SECTION 1: Summary of Work

SECTION 2: Site Conditions

SECTION 3: Bid Items Specs

SECTION 4: Water Pollution Control

SECTION 5: Federal/State Provisions

**SECTION 1:
SUMMARY OF WORK**

NOT FOR PUBLIC USE

SPECIAL PROVISIONS
SECTION 1
SUMMARY OF WORK

PART 1 – GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. Description

This project is for the construction of a Class 1, ADA-accessible, non-motorized, multiuse, paved trail. Project runs from the intersection of Foster Ave & Western Ave, south through the City to the north side of US Hwy. 255. Trail will be along or within City ROW.

WORK activities under this phase includes all site preparation, grading operations, drainage improvements, paving, construction of portland cement concrete (PCC) sidewalks, curb, gutter and stairway, pedestrian lighting improvements light poles, pull boxes, and modification of existing street lighting, implementation of fencing, physical barriers, signage & striping, traffic control, Stormwater Pollution Prevention Plan (SWPPP), and other related construction operations incidental to performing such WORK. Anticipated work is described in these specifications and shown on the improvement plans titled Arcata Rails with Trail.

B. Location of Work and Property Ownership

The WORK area is located in the CITY of Arcata in Humboldt County in the northwestern portion of the State of California. The WORK begins at the north portion of Shay park(Foster & Western), follows along the edge of Shay park to Alliance Road then southerly along the east side of Alliance Road crossing to L Street and terminating at the north side of US Highway 255. **The WORK is within City Right-Of-Way (ROW).**

C. Contractor's Duties

1. Except as specifically noted, provide and pay for:
 - a. Labor, materials, and equipment
 - b. Tools, construction equipment, and machinery
 - c. Water and utilities required for construction. CITY will be able to provide water through fire hydrants (CONTRACTOR must check-out a temporary meter from City).
 - d. All other facilities and services necessary for proper execution and completion of WORK
2. Pay legally required sales, consumer, and use taxes
3. Procure and maintain all **insurance, license and bonds** required by these Contract Documents
4. Secure and pay for, as necessary for proper execution and completion of the WORK, applicable permits not mentioned elsewhere, licenses, and agreements. Conform to the requirements of all such documents.

5. Secure and pay for Caltrans encroachment permit (this is the contractor portion of the City's permit, also known as a "double permit")
6. Prepare required schedule of WORK.
7. Supply and distribute required construction notices.
8. Comply with codes, ordinances, rules, regulations, orders, and other legal work.
9. Promptly submit written notice to the CITY ENGINEER of observed variance of Contract Documents from legal requirements.
10. Enforce strict discipline and good order of the employees.
11. Notify and coordinate with all affected property owners on construction activities inconveniences.
12. Submit an APPROVED Stormwater Pollution Prevention Plan (SWPPP) to the City of Arcata (see special provisions section 4).
13. Submit a Traffic Control Plan for approval by the City Engineer **PRIOR** to commencing work.
14. Schedule inspections of form WORK **PRIOR** to placement of concrete.
15. Acquire Encroachment from North Coast Railroad Authority and other agencies as needed before any construction work.
16. Acquire Right of Entry as needed for the project.
17. **Maintain the license current for the duration of the contract.**

D. WORK By Others

1. City will serve as Contract Administrator for prompt payment to Contractor.
2. City will supply necessary plans and provide trail location and survey information for construction.
3. City and/or contracted professional firm will serve as Resident Engineer, Inspector, and Construction Manager.

1.02 CONTRACTS

Anticipated work is as described in Section 2, 1.03 and as shown on the Project Plans. The contractor will be paid monthly on approved invoices.

1.03 WORK SEQUENCE

Prior to commencement of WORK, the CONTRACTOR shall become familiar with the existing underground utilities and surface facilities within the WORK area. CONTRACTOR shall immediately notify the ENGINEER of observed unexpected obstructions or interferences. After execution of the contract and before the first progress payment is made, the CONTRACTOR shall provide a construction schedule including start and completion dates for each of the work items identified in the bid package.

CONTRACTOR shall work in a manner and schedule consistent with the Traffic Control and Phasing Plan and Construction Schedule, both submitted before receiving the Notice to Proceed. During the course of WORK, any changes to these plans and schedules shall be approved by ENGINEER.

1.04 CONTRACTOR USE OF PREMISES

- A. Excess and/or unsuitable material shall be disposed of offsite by the CONTRACTOR. CONTRACTOR shall make all arrangements for equipment and material storage needs. CONTRACTOR shall assume full responsibility for protection and safekeeping of products stored on premises.
- B. Obtain and pay for use of additional storage or WORK area for operations. Obtain permit and pay for additional spoils disposal areas as desired for operations. Submit copies of all written agreements with property owners and all permits related to spoils disposal and grading.
- C. CONTRACTOR may have opportunity to use, with prior permission from ENGINEER, certain locations within City right-of-way for temporary parking, equipment and/or material storage. These locations are to be determined at time of Pre-Construction Meeting.

1.05 SPECIAL PERMITS AND REQUIREMENTS

The CONTRACTOR is cautioned that all WORK must comply with existing permit requirements. Cost of compliance with permit requirements is included in payment for individual items of WORK and no additional compensation for cost arising out of compliance will be allowed. City will waive all City-based encroachment fees for work done under this Contract. CONTRACTOR must still comply with CITY'S insurance requirements for all work within CITY right-of way. **CONTRACTOR must also secure Caltrans encroachment permit ("double-permit") at their own cost.**

The CONTRACTOR is further cautioned that all WORK must comply with existing federal and State requirements, per CONTRACT DOCUMENTS and applicable laws and regulations.

1.06 BEGINNING OF WORK AND TIME OF COMPLETION

In accordance with Instructions to Bidders Section 9 – Notice to Proceed, the CITY will issue a Notice to Proceed once all contract documentation is received and a Pre-Construction Meeting is held wherein is established a Construction Schedule, Start Date, Traffic Control, Storm Water Pollution Prevention Plan(SWPPP) and Phasing Plan. **The CONTRACTOR shall begin the WORK on the date established and noted on the Notice to Proceed.** When the schedule has been approved by the CITY, the CONTRACTOR shall complete said WORK in accordance with approved schedule. If CONTRACTOR does not complete WORK in accordance with the approved schedule, the CITY may elect to hire someone else to complete the WORK.

1.07 10.0 MATERIALS TESTING AND QUALITY CONTROL

The Contractor shall be responsible for controlling the quality of the materials incorporated into the work and of the work performed, and shall cooperate with the City of Arcata for necessary sampling requested by the City for material testing per the City's Quality Assurance Program (QAP). Soil, hot mix asphalt and aggregate sampling and testing shall be performed by an independent materials testing firm certified and licensed to perform such tests assigned to or requested of them. Should a test or retest indicate non-compliance with the requirements of the Contract Documents, the non-complying item of work shall be removed, reconstructed or reworked at no additional cost to the

City of Arcata. All reconstructed and reworked items of work shall be tested in the same manner as required for the initial work at no additional cost to the City of Arcata. Prior to any removal, reconstruction or rework of any work item already incorporated into the project, the Contractor shall first obtain the approval of the City of Arcata as to the Contractor's proposed methods for removal, reconstruction, or rework.

Testing Frequencies

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

** END OF SECTION **

NOT FOR BID USE

SECTION 2:
SITE CONDITION
PROVISIONS

NOT FOR USE

SECTION 2

SITE CONDITIONS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Description

This Section generally describes the conditions of the WORK and work sites pertinent to accomplishing the finished improvements, and in complying with all special requirements and conditions placed on the Work by the City.

1.02 RELATED WORK

Section 1: Summary of Work

1.03 INFORMATION ON SITE LOCATIONS

A. LOCATION OF WORK:

CONTRACTOR shall acknowledge these conditions in bidding the project; no additional payment outside of the demolition items will be made for removal of, or any work with, these materials should they be encountered and/or removal become necessary. Contractor shall acknowledge that the WORK will occur almost entirely within City right-of-way.

1.04 CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR shall become familiar as to the nature and location of the work, the general and local conditions (particularly those bearing upon availability of transportation; disposal, handling, and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather, or similar physical water, electric power, and roads; and uncertainties of weather, or similar physical conditions at the site), the conformation and conditions of the ground, the character of equipment facilities needed preliminary to and during the execution of the work and all other matters which can in any way affect the work, or the cost thereof under this Contract.

(CT Stnd Spec 4-1.06B)

The CONTRACTOR shall promptly notify the Agency's Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
 - Contract documents
 - Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

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

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

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

a. *Engineer's Investigation and Decision (CT Stnd Spec 4-1.06C)*

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

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

1.05 ROAD CLOSURE

There shall not be any road closures during the course of this contracted work without written permission from the CITY ENGINEER. The CONTRACTOR may establish one-lane traffic control when a traffic control plan is submitted by CONTRACTOR and approved by ENGINEER and Caltrans, and proper signs and personnel are in place per the approved Traffic Control and Staging Plan.

PART 2 - EXECUTION

2.01 DISPOSAL SITES AND STAGING AREAS

All concrete, asphalt rubble and other debris from demolition shall be taken to a permitted disposal site for recycling. All other materials not suitable for recycling shall be removed from the site. The CONTRACTOR shall make all arrangements for disposal site (s) at CONTRACTOR's expense. Prior to dumping on any private property, a letter of permission allowing such dumping shall be obtained from the property owner and a copy presented to the ENGINEER. At the completion of WORK a letter from affected property owners will be required releasing the CONTRACTOR and CITY from future liability.

Staging/storage/parking areas shall be within City right-of-way and/or property, and their locations shall be determined at time of Pre-Construction Meeting. CONTRACTOR is advised that limited parking/storage/staging areas are available, and construction-related parking in nearby private lots is prohibited without prior written permission from property owner/tenant.

***** END OF SECTION *****

**SECTION 3:
BID ITEM
SPECIFICATIONS**

NOT FOR BID USE

SECTION 3

LINE-ITEM SPECIFICATIONS, MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 GENERAL

- A. Unless otherwise specified in other individual Sections of these specifications, quantities of WORK shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe shall be considered as being the true length measured along the longitudinal axis.
- B. Units of measurement shall be in accordance with U.S. Standard Measures.
- C. Materials and unit price items of WORK, which are to be paid for on the basis of measurement, shall be measured in accordance with Part 2 of this Section.
- D. Mobilization and demobilization shall be considered as included in the various payment items.
- E. All WORK shall be complete and in place in compliance with the PLANS, SPECIFICATIONS, or as directed by the ENGINEER.
- F. These SPECIFICATIONS shall be supplemented, by reference, with the State of California Department of Transportation Standard Specifications, 2010 Edition.

1.02 LUMP SUM PRICE BREAKDOWN

- A. The CONTRACTOR shall submit a cost breakdown list to the ENGINEER for lump sum bid items immediately after award of CONTRACT and prior to approval of initial payment request. This list shall consist of the major components of WORK that make up the bid items and shall be used for determining progress pay estimates. The CONTRACTOR shall fill in the costs for each component, prorating general costs such as setup, overhead, and profit in each component. The total of all the components shall equal the total of the bid item. If the amount indicated in the CONTRACT for any item on the list appears to be unbalanced, it may be revised by the ENGINEER, unless the CONTRACTOR can substantiate these costs.

PART 2 - MEASUREMENT AND PAYMENT ITEMS

2.01 GENERAL

The measurement and payment items are listed herein below, by pay item number:

- Item-1. Traffic Control:** Measurement and payment for this item shall be on a LUMP SUM basis. Payment shall not exceed 5% of total contract price and shall include full compensation for all materials, labor, equipment and incidentals to provide construction traffic control and a specific traffic management plan for this project as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER. Payment will be one half at first billing and remainder on completion of work.
- Item-2. Clearing/Grubbing:** Provision and execution of clearing & grubbing shall be per Section 16 of the Caltrans Standard Specifications, 2010 Edition, as indicated on PLANS or as directed by ENGINEER. This item shall also include removal and disposal of incidental trash and roadside signs that will not be replaced or relocated. Measurement and payment

shall be per SQUARE FOOT.

Item-3. Sub Base Import / Borrow: This item shall include all operations necessary to import or export soil to obtain Sub Base grade for all related and subsequent operations such as the installation of trail, curb, gutter and sidewalk placement. Provision and execution of earthwork shall be per Section 19 of the Caltrans Standard Specifications, 2010 Edition, as indicated on PLANS or as directed by ENGINEER. Measurement and payment shall be per CUBIC YARD.

Item-4. Unsuitable Material: Measurement of this item shall be on a CUBIC YARD in place basis as calculated from field-measured dimensions. Payment shall include full compensation for all materials, labor and equipment necessary for removing unsuitable materials. Work shall include, but is not limited to, excavation, hauling, and disposal of unsuitable material as directed by the ENGINEER, compaction of sub-grade, placement and compaction to 90% relative compaction with River Run Gravel fill, dust control, and control of water.

Item-5. Drainage Swale Clearing and Forming: This Item shall include all operations necessary to clear and form 4 to 6 foot drainage swales, to include removal and disposal of excess materials, as shown on PLANS or as directed by the ENGINEER. Measurement and payment shall be by the LINEAR FOOT.

Item-6. Portland Cement Concrete (PCC) Demolition & Disposal: Removal of existing PCC shall be per PLANS and as directed by the ENGINEER. Concrete rubble shall be taken by the CONTRACTOR to be recycled. The CITY reserves the right to make other arrangements for concrete removal. Payment for demolition and disposal of PCC shall include all materials, labor and equipment and shall be by the SQUARE FOOT of plan-view area removed.

Item-7. PCC Saw Cutting: As directed by the ENGINEER, the CONTRACTOR shall saw-cut Portland Cement Concrete to a depth that eliminates uneven breaks in sawed materials. Uneven breaks will be re-sawed by the CONTRACTOR at no additional cost. Payment shall be per LINEAR FOOT.

Item-8. Grinding/Cold Milling of Asphalt Concrete: The CONTRACTOR shall cold mill existing asphalt concrete pavement to a depth of 0.2', as dimensioned and/or as otherwise designated on the PLANS. Cold milling shall remove variable depths of asphalt concrete to provide an overlay key at joins and over the width of the cold milled area. Additional widths of cold milling may be required at various locations as determined by the ENGINEER. The surface of pavement after milling shall be uniformly rough grooved or ridged as directed by the Engineer. The grade shall not deviate from a suitable straight edge by more than 3/8 inch at any point. The CONTRACTOR shall remove existing asphalt concrete overlay from gutters adjacent to any area specified to be cold milled, as directed by the ENGINEER. Grindings will be transported to the CITY site on West End Road or used as base material on site. Measurement and payment shall be per SQUARE FOOT of plan view area removed.

Item-9. Miscellaneous Demolition Operations: This item shall include the demolition and disposal of all structures and material not addressed under Items 5 thru 8, including but not limited to: bollards, trees, bushes and drainage structure not being replaced. This item shall also include dust control for the duration of the project. Measure and payment shall be by LUMP SUM.

Item-10. Class 2 Aggregate Base: Provision and installation of class 2 aggregate shall be per Section 26 of the Caltrans Standard Specifications, 2010 Edition. Unless otherwise noted on PLANS or directed by ENGINEER. Measurement and payment shall be per TON.

Item-11. Use Existing Asphalt Grindings as Base: Installation of CITY stock piled AC grindings shall be per Section 26-1.03 of the Caltrans Standard Specifications, 2010 Edition. Payment shall include loading, transportation, spreading and compaction complete and in place as shown on the PLANS or directed by ENGINEER. Grindings are stock piled on City property on West End Road. Payment shall be per CUBIC YARD as measured by agreed upon dump truck load.

Item-12. Asphalt Concrete Paving: Provision and installation of asphalt concrete shall be per Section 39 of the Caltrans Standard Specifications, 2010 Edition. Special care shall be taken to keep PCC surfaces clean and free of asphalt emulsion and paving residue during the paving process. PCC surfaces that are soiled so as to be unsightly in the opinion of the ENGINEER shall be replaced at the CONTRACTOR'S expense. Unless otherwise noted on PLANS or directed by ENGINEER, asphalt concrete shall be $\frac{3}{8}$ " TYPE A, Medium. Measurement and payment shall be per TON, in place.

Item-13. Portland Cement Concrete (PCC) Sidewalk: Measurement and payment for this item shall be for 4" thick sidewalks. Measurement for this item shall be on a SQUARE FOOT basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to place PCC sidewalks as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

Item-14. Portland Cement Concrete (P.C.C.) Thickened Sidewalk : Measurement and payment for this item shall be for 6" thick sidewalk reinforced with #3 rebar grid on 18"centers. Measurement for this item shall be on a SQUARE FOOT basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to place thickened sidewalks as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

Item-15. Portland Cement Concrete (PCC) Curb: Measure and payment for this item shall be for type A1 curbs. Measurement for this item shall be on a LINEAR FOOT basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to place PCC curbs as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

Item-16. Portland Cement Concrete (PCC) Curb and Gutter: Measure and payment for this item shall be for type A2 curb and gutter. Measurement for this item shall be on a LINEAR FOOT basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to place PCC curb and gutter as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place

Item-17. Application of Simulated Brick Pattern: Measurement and payment for this item shall be on a SQUARE FOOT basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to color sidewalk or thickened sidewalk with simulated brick patterns, as described in these SPECIFICATIONS, or as shown on the PLANS or as directed by the ENGINEER, complete and in place.

Item-18. P.C.C. Stairway: Measurement and payment for this item shall be for PCC Stairways as shown on plans. Measurement for this item shall be on a LUMP SUM basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to construct a stairway as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

Item-19. 3'x4' Detectable Warning Panels: Measurement and payment for this item shall be on an EA (each) basis. Payment shall include full compensation for all materials, tools, equipment, and labor necessary to place Armor-Tile cast-in-place truncate domes or approved equivalent at curb ramps complete and in-place as shown on PLANS or as directed by ENGINEER.

Item-20. Existing Storm Drain Inlet Modifications: This item addresses the modification of existing storm drain inlets including frames, grates and lids. Measurement and payment for this item shall be on a per EACH basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to modify existing storm drain inlet as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in-place.

Item-21. New Storm Drain Inlets (DIs): Measurement and payment for this item shall be on a per EACH basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to place, or cast in place, a storm drain inlet, including the removal of existing DI where needed, as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in-place.

Item-22. Four-foot Sewer Manhole: Measurement and payment for this item will be on a per EACH unit basis. Payment shall include full compensation for all materials, labor, equipment, and incidentals necessary to furnish and install four-foot (4') diameter manholes with frame and lid, as described by these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

Item-23. Four inch Under Trail Drain Pipe: Measurement and payment for this item shall be on a LINEAR FOOT basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to place four inch (4") SDR-26 pipe under the trail as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

Item-24. Channel Drain: Measurement and payment for this item shall be on a LINEAR FOOT basis. Payment shall include full compensation for all materials, tools, equipment, labor, and incidentals necessary to form, pour, and place powder coated and grit finished sidewalk channel drain as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

Item-25. 18" Storm Drain Pipe: Excavate, supply, install, bed and backfill for 18" inside diameter smooth-walled High Density Polyethylene (HDPE) pipe as indicated on PLANS or as directed by ENGINEER. Measurement and payment shall be per LINEAR FOOT, installed, backfilled and connected to drain inlets, junction boxes or other pipes per PLANS

Item-26. 12" Storm Drain Pipe: Excavate, supply, install, bed and backfill for 12" inside diameter smooth-walled High Density Polyethylene (HDPE) pipe as indicated on PLANS or as directed by ENGINEER. Measurement and payment shall be per LINEAR FOOT, installed, backfilled and connected to drain inlets, junction boxes or other pipes per PLANS

Item-27. Adjust Man Hole Lids to Grade: Measurement and payment for this item shall be on a per EACH unit basis. Payment shall include full compensation for all materials, tools, equipment, and labor necessary to adjust existing man hole lids to grade complete and in-place as shown on PLANS or as directed by ENGINEER.

Item-28. Adjust Water Valve, Clean Outs and Monuments Pots to Grade: Measurement and payment for this item shall be on a per EACH unit basis. Payment shall include full compensation for all materials, tools, equipment, labor, and incidentals necessary to adjust water/clean-out pot to grade as shown on PLANS or as directed by ENGINEER.

Item-29. Sign Post Bases: Measurement and payment for this item shall be on a per EACH unit basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to install CITY supplied roadside sign posts bases as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER.

Item-30. Signs: Measurement and payment for this item shall be on a per EACH unit basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to install signs as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER.

Item-31. 1-1/4" Pipe Railing: Measurement and payment for this item shall be on a LUMP SUM basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to furnish and install a 1 1/4" galvanized pipe railing along both sides of stairway and along side of new trail descending from Arcata High School as described in these SPECIFICATIONS, as shown on plans, or as directed by the ENGINEER.

Item-32. Removable Bollard: Measurement for this item shall be on a per EACH unit price basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to install a CITY supplied bollard as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

Item-33. A thru D Thermoplastic Striping and Legends: Thermoplastic pavement markings shall be provided and placed per Caltrans Standard Specifications, 2010 Edition, Section 84-2, per PLANS or as directed by ENGINEER. Payment will be per LINEAR FOOT for striping, and per SQUARE FOOT for legends and crosswalks. Crosswalk square footage shall be measured by actual stripe area placed on the ground. Pavement markings and legends shall be square footage as shown per applicable detail in Caltrans Standard PLANS, 2010 Edition, Detail Sheets A24a-A24e. All unit prices shall include raised pavement markers/reflectors (RPM's), where applicable by striping Detail type.

Item-34. Stormwater Pollution Prevention Plan (SWPPP) Preparation and Implementation: Measurement and payment for this item shall be on a LUMP SUM basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to preparation, approval (by the City and Regional Water Quality Control Board) and implementation of the SWPPP per the latest state regulations as described in these SPECIFICATIONS, as shown on plans, or as directed by the ENGINEER.

Item-35. Electrical: Streetlight Foundations: Form and pour P.C.C. streetlight foundations per PLANS and SPECIFICATIONS, or as directed by ENGINEER. This item shall also include wet set anchor bolts, sweeps and other hardware. Measurement and payment shall be per EACH.

Item-36. Electrical: Decorative Streetlights: Supply and install decorative streetlights per PLANS and SPECIFICATIONS, or as directed by ENGINEER complete and in place. This item shall include the supply and installation of post, luminaire, all hardware/fittings, testing, wiring and terminations. Measurement and payment shall be per EACH.

Item-37. Electrical: Leotek Cobra Head L.E.D Luminare: Remove existing high pressure sodium luminaire and replace with new light emitting diode luminaire streetlight per PLANS and SPECIFICATIONS, or as directed by ENGINEER complete and in place. This item shall include supply of L.E.D. lumaires and all hardware/fittings, wiring and terminations. Measurement and payment shall be per EACH.

Item-38. Electrical: Conduit: Supply and install 2" PVC electrical conduit per PLANS and SPECIFICATIONS, or as directed by ENGINEER complete and in place. This item shall include trenching, bedding, backfilling, paving and all sweeps and fittings. Measurement and payment shall be per LINEAR FOOT.

Item-39. Electrical: Pull/Junction Boxes: Supply and install electrical "Christy-type" junction boxes (Christy "N10") for streetlights and to replace existing pull/junction boxes as per PLANS and SPECIFICATIONS, or as directed by ENGINEER. Measurement and payment shall be per EACH.

Item-40. Electrical: Pedestal Mount Service Panel: Supply and install pedestal-mounted service panel, Model PUP USP16-M2100-112CTB 100A, single phase, 3W. This item shall include the supply and installation of concrete pad and anchor bolts per product instructions, hardware/fittings, testing and wiring terminations per PLANS and SPECIFICATIONS, or as directed by ENGINEER. Measurement and payment shall be per EACH.

Item-41. Electrical: THW Copper Wire: Supply and install THW Copper Wire per PLANS and SPECIFICATIONS, or as directed by ENGINEER complete and in place. This item shall include the supply and installation all hardware/fittings, testing, wiring and terminations. Measurement and payment shall be per LINEAR FOOT.

Item-42. Electrical: Breakaway fuse holders: Supply and install Breakaway fuse holders per PLANS and SPECIFICATIONS, or as directed by ENGINEER complete and in place. This item shall include the supply and installation of, all hardware/fittings and wiring. Measurement and payment shall be per EACH.

Item-43. Electrical: Fuses: Supply and install Fuses per PLANS and SPECIFICATIONS, or as directed by ENGINEER complete and in place. This item shall include the supply and installation of all hardware/fittings and wiring. Measurement and payment shall be per EACH.

Item-44. Electrical: Ground Rods: Supply and install Ground Rods per PLANS and SPECIFICATIONS, or as directed by ENGINEER complete and in place. This item shall include the supply and installation of, all hardware/fittings and wiring. Measurement and payment shall be per EACH.

Item-45. Electrical: Conduit Sweeps: Supply and install Conduit Sweeps per PLANS and SPECIFICATIONS, or as directed by ENGINEER complete and in place. This item shall include the supply and installation of all hardware/fittings, wiring and terminations. Measurement and payment shall be per EACH.

Item-46. Pedestrian/Bike Flashing Signal: This work item shall be provided and placed per Caltrans Standard Specifications, 2010 Edition, Section 86, per PLANS, CITY PLANS. Payment shall include full compensation for all materials, labor, equipment and incidentals to provide solar powered PCU with programmable interface, batteries, cabinet and panel; bicycle/pedestrian sign with enhanced border lighting; accessible push button with LED placard as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER. Measurement and payment shall be on per EA (each) price basis.

*** END OF SECTION ***

NOT FOR BID USE

SECTION 4:
**WATER POLLUTION
CONTROL**

NOT FOR USE

SECTION 4 WATER POLLUTION CONTROL

STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND IMPLEMENTATION

PART 1 - GENERAL

1.01 DESCRIPTION

This section contains the CONTRACTOR's contract requirements for the preparation and implementation of SWPPP for the construction site.

1.02 WATER POLLUTION CONTROL

SWPPP work shall conform to the requirements in the "Arcata Municipal Code Title Seven Chapter Five" and "Arcata Storm Water Management Plan," "CALTRANS NPDES Permit # CA S000003," California Department of Transportation "Caltrans" standards and the "City of Arcata Storm Water Best Management Practices (BMPs) Manual," as indicated on PLANS and SPECIFICATIONS or as directed by ENGINEER. These manuals are hereinafter referred to respectively as the "Preparation Manual" and the "Construction Site BMPs Manual," and collectively, as the "Manuals." Copies of the Manuals may be viewed at the City of Arcata Department of Public Works, 525 9th Street, Arcata, Ca., and may also be obtained from the City of Arcata's internet website at: <http://www.arcatacityhall.org>. Downloadable details for Caltrans BMP's are available at <http://www.dot.ca.gov/hq/construc/stormwater/details.htm>.

The CONTRACTOR shall know and fully comply with applicable provisions of the Manuals, and Federal, State and local regulations and requirements that govern the CONTRACTOR's operations for storm water and non-storm water discharges from both the project site and other areas of disturbance which are directly related to construction activities for this contract.

The CONTRACTOR shall be responsible for penalties assessed or levied on the CONTRACTOR or the CITY as a result of the CONTRACTOR's failure to comply with the provisions in this section "Stormwater Pollution Prevention Plan and Implementation" including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State and local regulations and requirements as set forth therein.

Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the CITY or the CONTRACTOR, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

1.03 SWPPP PREPARATION, APPROVAL AND AMENDMENTS

As part of the water pollution control work, a SWPPP is required for this contract.

No work having potential to cause water pollution shall be performed until the SWPPP has been submitted to the CITY ENGINEER. Submittal shall not constitute a finding that the SWPPP complies with applicable requirements of the Manuals and applicable Federal, State and local laws, regulations, and requirements.

The CONTRACTOR shall designate a Water Pollution Control Manager. The Water Pollution Control Manager shall be responsible for the preparation of the WPCP and required modifications or amendments, and shall be responsible for the implementation and adequate functioning of the various water pollution control practices employed. The CONTRACTOR may designate different Water Pollution Control Managers to prepare the SWPPP and to implement the water pollution control practices. The Water Pollution Control Managers shall serve as the primary contact for issues related to the SWPPP or its implementation. The CONTRACTOR shall assure that the Water Pollution Managers have adequate training and qualifications necessary to prepare the SWPPP, implement and maintain water pollution control practices.

Prior to beginning any WORK on the contract, the CONTRACTOR shall submit 3 copies of the SWPPP to the ENGINEER.

The SWPPP shall incorporate water pollution control practices in the following categories:

- A. Soil stabilization
- B. Sediment control
- C. Wind erosion control
- D. Tracking control
- E. Non-storm water management
- F. Waste management and materials pollution control
- G. Trench water management

The WPCP shall include, but not be limited to, the items described in the Manuals and related information contained in the contract documents.

The CONTRACTOR shall keep one copy of the WPCP and amendments at the project site. The WPCP shall be made available upon request by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests by the public shall be directed to the CITY ENGINEER.

1.04 SWPPP

Unless otherwise specified, upon approval of the SWPPP, the CONTRACTOR shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the WPCP and in the amendments. Unless otherwise directed by the CITY ENGINEER, the CONTRACTOR's responsibility for WPCP implementation shall continue throughout any temporary suspension of work. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these special provisions.

If the CONTRACTOR fails to conform to the provisions of this section, "Water Pollution Control," the CITY ENGINEER may order the suspension of construction operations until the project complies with the requirements of this section.

Implementation of water pollution control practices may vary by season. The Construction Site BMPs Manual and these special provisions shall be followed for control practice selection of year-round, rainy season and non-rainy season water pollution control practices.

Year-Round Implementation Requirements

The CONTRACTOR shall have a year-round program for implementing, inspecting and maintaining water pollution control practices for wind erosion control, tracking control, non-storm water management, waste management, materials pollution control and trench water management.

The National Weather Service weather forecast shall be monitored and used by the CONTRACTOR on a daily basis. An alternative weather forecast proposed by the CONTRACTOR may be used if approved by the CITY ENGINEER. If precipitation is predicted, the necessary water pollution control practices shall be deployed prior to the onset of the precipitation.

Disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 21 days. Nonactive areas shall be protected as prescribed in the Construction Site BMPs Manual within 14 days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

Rainy Season Implementation Requirements

Soil stabilization and sediment control practices conforming to the requirements of these special provisions shall be provided throughout the rainy season, defined as between October 15, and April 15th.

An implementation schedule of required soil stabilization and sediment control practices for disturbed soil areas shall be completed no later than 20 days prior to the beginning of each rainy season. The implementation schedule shall identify the soil stabilization and sediment control practices and the dates when the implementation will be 25 percent, 50 percent and 100 percent complete, respectively. For construction activities beginning during the rainy season, the CONTRACTOR shall implement applicable soil stabilization and sediment control practices.

Non-Rainy Season Implementation Requirements

The non-rainy season shall be defined as days outside the defined rainy season. The CONTRACTOR's attention is directed to the Construction Site BMPs Manual for soil stabilization and sediment control implementation requirements on disturbed soil areas during the non-rainy season. Disturbed soil areas within the project shall be protected in

conformance with the requirements in the Construction Site BMPs Manual with an effective combination of soil stabilization and sediment control.

1.05 REPORTING REQUIREMENTS

Report of Discharges, Notices or Orders

If the CONTRACTOR identifies discharges into surface waters or drainage systems in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the CONTRACTOR shall immediately inform the CITY ENGINEER. The CONTRACTOR shall submit a written report to the CITY ENGINEER within 7 days of the discharge event, notice or order. The report shall include the following information:

- A. The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
- B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
- C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.
- D. An implementation and maintenance schedule for affected water pollution control practices.

Report of First-Time Non-Storm Water Discharge

The CONTRACTOR shall notify the CITY ENGINEER at least 3 days in advance of first-time non-storm water discharge events. The CONTRACTOR shall notify the CITY ENGINEER of the operations causing non-storm water discharges and shall obtain field approval for first-time non-storm water discharges. Non-storm water discharges shall be monitored at first-time occurrences and routinely thereafter.

1.06 PAYMENT

Payment for water pollution control shall be on a lump-sum basis per WORK line-item.

*** END OF SECTION ***

SECTION 5: FEDERAL/STATE PROVISIONS

NOT FOR PUBLIC USE

SECTION 5

STATE/FEDERAL-REQUIRED CONTRACT PROVISIONS

BIDDER'S REQUIREMENTS AND CONDITIONS

GENERAL

The bidder's attention is directed to these special provisions for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid book. Signing the Bid book shall also constitute signature of the Noncollusion Affidavit.

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

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

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

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

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

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure

forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE):

Under 49 CFR 26.13(b):

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

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

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

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

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

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

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

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

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

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

DBE Commitment Submittal

Submit Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

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

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

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

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

Good Faith Efforts Submittal

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

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

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

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

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

Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)

(CT Stnd Spec 3-1.12)

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

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

Subcontractor and Disadvantaged Business Enterprise Records (CT Stnd Spec 5-1.13B(1))

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

The Agency requests the Contractor to:

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

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

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

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

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

Performance of Disadvantaged Business Enterprises (CT Stnd Spec 5-1.13B(2))

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.

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

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

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

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

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

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

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

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

AWARD AND EXECUTION OF CONTRACT

Bid protests are to be delivered to the following address:

**Harold Miller, Purchasing Agent
City of Arcata
736 F Street
Arcata, CA 95521**

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

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: (Agency to provide detailed information if this paragraph is used)

A "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G(2)" form is included in the Bid book to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "Local Agency Bidder- Information (Construction Contracts), Exhibit 15-G(2)" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER

For the purpose of complying with the American Recovery and Reinvestment Act of 2009, the successful bidder must provide the Department a D-U-N-S number.

Complete and sign the Data Universal Numbering System (D-U-N-S) Number form included in the contract documents. This form must be submitted with the executed contract.

If your company does not have a D-U-N-S number, you can obtain one by contacting Dun & Bradstreet at:

<http://dnb.com/us/>

If you fail to submit this information with the executed contract, the City of Arcata will not approve the contract.

BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work;" in Section 8-1.06 "Time of Completion;" and in Section 8-1.07, "Liquidated Damages;" of the Standard Specifications and these special provisions.

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

120 WORKING DAYS beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the City of Arcata the sum of \$750 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

**GENERAL
MISCELLANEOUS**

Required for ALL construction contracts and subcontracts of \$5,000 or more.

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

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

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

PREVAILING WAGE. -- Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the City of Arcata address. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

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

A. **Excavations.**—The near edge of the excavation is 12 feet or less from the edge of the lane, except:

1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
2. Excavations less than 1 foot deep.
3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
6. Excavations protected by existing barrier or railing.

B. **Temporarily Unprotected Permanent Obstacles.**—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

C. **Storage Areas.**—Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard

Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

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

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

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45 Miles Per Hour	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3 feet of a traffic lane but not on a traffic lane

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

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

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

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

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

BUY AMERICA REQUIREMENTS. -- Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and

regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements. A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions. The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

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

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

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" Form CEM-2402(F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F).

DBE CERTIFICATION STATUS

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

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

PERFORMANCE OF SUBCONTRACTORS

DBEs must perform work or supply materials as listed in the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, included in the Bid.

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

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

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

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

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

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

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

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

SUBCONTRACTING

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

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

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

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

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

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

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

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed

and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

WORK ZONE SAFETY AND MOBILITY WORK ZONE SAFETY AND MOBILITY WORK ZONE SAFETY AND MOBILITY

A. TRAFFIC MANAGEMENT/CONTROL PLAN:

A general traffic management detail has been included the specifications for this project. The contractor shall provide a specific traffic management plan for this project, which shall be approved by the City's project Engineer/Manager prior to commencing work.

The Caltrans District Traffic Manager is responsible to facilitate, review approval, modification or disapproval of planned lane closures on the State Highway System.

SUSPENSION OF WORK

As per Section 8 of the Caltrans Standard Specifications, the Departments Representative has the authority to stop all work immediately.

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.

FEMALE AND MINORITY GOALS

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

The nationwide goal for female utilization is **6.6 percent**.

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

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	FSR18 16.9 18.2

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

Federal Trainee Program

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

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/County of _____:

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/County's of _____ approval for this submitted information before you start work. The City/County 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/County of _____ 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
2. Certification showing the type and length of training satisfactorily completed

*** END OF SECTION ***

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has_____, has not_____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

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

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

Noncollusion Affidavit

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

To the CITY OF ARCATA
DEPARTMENT OF PUBLIC WORKS.

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

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

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DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

NOT FOR PUBLIC USE
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NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

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DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

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

2. Status of Federal Action:

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

3. Report Type:

a. initial
b. material change

For Material Change Only:

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

Prime

Subawardee

Tier _____, if known

Congressional District, if known

6. Federal Department/Agency:

8. Federal Action Number, if known:

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

Congressional District, if known

7. Federal Program Name/Description:

CFDA Number, if applicable _____

9. Award Amount, if known:

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

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ actual planned

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

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

13. Type of Payment (check all that apply)

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

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

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

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

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

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

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

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

will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

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

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

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

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA," such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are DBE owned.)

1. Name of joint venture _____
2. Address of joint venture _____
3. Phone number of joint venture _____
4. Identify the firms which comprise the joint venture. (The DBE partner must complete Schedule A.)
a. Describe the role of the DBE firm in the joint venture.
b. Describe very briefly the experience and business qualifications of each non-DBE joint venturer: _____
5. Nature of the joint venture's business _____
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of DBE ownership? _____
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.)

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- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

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..... Name of Firm Name of Firm

..... Signature Signature

..... Name Name

..... Title Title

..... Date Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

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

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

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

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

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

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

VI. SUBLetting OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the

contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

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

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

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

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

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

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

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

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

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

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

Female and Minority Goals

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following 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 Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehema	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties: CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties:	19.1 26.1 23.6

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

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

Training

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/County of _____:

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/County of _____'s approval for this submitted information before you start work. The City/County 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/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - 1.1. Meet the your equal employment opportunity responsibilities
 - 1.2. 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:
 - 2.1. Contribute to the cost of the training
 - 2.2. Provide the instruction to the apprentice or trainee
 - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with 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
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting your performance under this section.

**BIDDER'S
BOOK**

NOT FOR BID USE

ARCATA RAILS WITH TRAIL PROJECT, RPSTPLE-5021(019)

CITY OF ARCATA BID SCHEDULE

TO: The City of Arcata
736 "F" Street
Arcata, CA 95521

The undersigned is completely familiar with all the conditions affecting the cost of WORK at the place where the WORK is to be done and with the PLANS and CONTRACT DOCUMENTS and addenda thereto, hereby proposes and agrees to perform everything required and to provide and furnish all required labor, materials, tools, equipment, supervision, and all utility and transportation services necessary to complete in a workmanlike manner for the ARCATA RAILS WITH TRAIL PROJECT, RPSTPLE- 0521(019) within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to coordinate and schedule work under this CONTRACT within 120 WORKING DAYS of receipt of Notice to Proceed.

BIDDER acknowledges receipt of the following ADDENDA, dated: _____

BIDDER has read and understands the contract documents for construction:

Signature _____
Title _____

Date _____

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sums:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees. All bid quantities are approximate.

BID SCHEDULE
ARCATA RAILS WITH TRAIL PROJECT, RPSTPLE 0521(019)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Traffic Control	1	LS		
2	Clearing/Grubbing	60,150	SF		
3	SubBase Import/Borrow	750	CY		
4	Unsuitable Material	100	CY		
5	Drainage Swale Clearing and Forming	130	LF		
6	Portland Cement Concrete Demolition & Disposal	3,440	SF		
7	P.C.C. Saw Cutting	170	LF		
8	Grinding/Cold Milling of Asphalt Concrete	23,000	SF		
9	Miscellaneous Demolition Operations	1	LS		
10	Class 2 Aggregate Base	1,500	TON		
11	Use Existing Asphalt Grindings as Base	500	CY		
12	Asphalt Concrete Paving	820	TON		
13	Portland Cement Concrete (PCC) Sidewalk	14,000	SF		
14	Portland Cement Concrete (P.C.C.) Thickened Sidewalk	4,210	SF		
15	Portland Cement Concrete (PCC) Curb	700	LF		
16	Portland Cement Concrete (PCC) Curb and Gutter	880	LF		
17	Application of Simulated Brick Pattern	440	SF		
18	P.C.C. Stairway	115	SF		
19	3'x4' Detectable Warning Panels	123	EA		
20	Existing Storm Drain Inlet Modifications	4	EA		
21	New Storm Drain Inlets (DI's)	9	EA		
22	Four -foot Sewer Manhole	1	EA		
23	Four inch Under Trail Drain Pipe	48	LF		
24	Channel Drain	59	LF		
25	18" HDPE Storm Drain Pipe	60	LF		
26	12" HDPE Storm Drain Pipe	36	LF		
27	Adjust Manhole Lids to Grade	12	EA		
28	Adjust Water Valve, Clean Outs and Monuments Pots to Grade	15	EA		
29	Sign Posts Bases	43	EA		
30	Signs	46	EA		
31	1-1/4" Pipe Railing	1	LS		
32	Removeable Bollard	1	EA		
33	Thermoplastic Striping and Legends				
a	4" Yellow or White, Detail 24 or 27B	1,105	LF		
b	4" Double Yellow, Detail 21	175	LF		
c	6" White, Detail 39	1,250	LF		
d	Crosswalks, Symbols and Legends	1,593	SF		
34	Stormwater Pollution Prevention Plan Preparation and Implementation	1	LS		
35	Electrical: Streetlight Foundations	48	EA		
36	Electrical: Decorative Pathway Streetlights	48	EA		
37	Electrical: Leotek Cobra Head LED Luminaire	8	EA		

38	Electrical: Conduit	5,100	LF		
39	Electrical: Pull/Junction Boxes	55	EA		
40	Electrical: Pedestal Mount Service Panel:	1	EA		
41	Electrical: THW Copper Wire	15,300	LF		
42	Electrical: Breakaway fuse holders	48	EA		
43	Electrical: Fuses	96	EA		
44	Electrical: Ground Rods	4	EA		
45	Electrical: Conduit Sweeps	155	EA		
46	Pedestrian/Bike Flashing Signal	2	EA		

TOTAL BASE BID (in numbers) _____

TOTAL BASE BID (in words) _____

Note: Contract award will be made to the responsive, responsible low BIDDER as determined by the BASE BID. **Any one bid item that is obviously off-set in the opinion of the City will result in the entire bid being rejected.**

It is further agreed that:

- (a) In case of a discrepancy between words and figures, the words shall prevail, and in the case of a discrepancy between unit prices and totals, the unit price shall prevail.
- (b) THE CITY reserves the right to eliminate any section of this proposal from the contract without claim of the CONTRACTOR for profits lost.
- (c) No verbal agreement or conversation with any officer, agent, or employee of THE CITY, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations of this proposal.
- (d) THE CITY will not be responsible for any errors or omission on the part of the undersigned in making up his/her BID, nor will the BIDDER be released on account of error.
- (e) The undersigned BIDDER is properly licensed in accordance with the State of California Act providing for the registration of Contractors.
- (f) The undersigned BIDDER/CONTRACTOR certifies that they and all sub-contractors are registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

(g) The Undersigned BIDDER certifies that he/she has confirmed that the proposed form of contract, and the plans and specifications are complete.

Respectfully submitted:

Signature

Title

Address

License Number

Date

SEAL (if Bid is by a corporation)

NOT FOR BID USE

BIDDER'S SECURITY

ATTACH TO THIS PAGE

NOT FOR BID USE

NOTE: ALL PROJECTS

LIST OF SUBCONTRACTORS

In accordance with the provisions of Section 4104 to 4113, inclusive of the Government Code of the State of California, each **BIDDER** shall list below the name, location, and place of business of each subcontractor who shall perform any portion of the contract **WORK**. In each instance, the nature and extent of the work to be sublet shall be described.

MATERIALS SOURCE INFORMATION

The **BIDDER** shall indicate opposite each item of material listed below the name of the manufacturer and **SOURCE (country of origin)** of the material proposed to be furnished under the BID. All material used for this project must comply with federal Made in America standards.

<u>Material</u>	<u>Source(Country of Origin)</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____

Awarding of a **CONTRACT** under this BID will not imply approval by THE CITY of the manufacturers or **SUPPLIERS** listed by the BIDDER. No substitutions will be permitted after award of the **CONTRACT** unless equipment or material of the listed manufacturer or **SUPPLIER** cannot meet the **SPECIFICATIONS**.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing 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.

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

The bidder _____, proposed subcontractor _____, hereby certifies that he has, _____ has not, _____ participated in a previous contract or subcontract subject to the equal opportunity clause, 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 subcontract 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.

SMALL BUSINESS STATUS

Are you certified as a "Small Business" by the Office of Small Business of the Department of General Services of the State of California?

Please check one of the following: _____ yes, _____ no, _____ unsure.

(Note: This small business questionnaire is included for statistical reporting only, and your answer will neither effect your bid on this contract, nor will it be cause for penalty.)

FEDEREAL DEBARMENT AND SUSPENSION

I certify that I have never been debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension".

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: **ARCATA RAILS WITH TRAIL PROJECT, RPSTPLE 0521(19)**

THE CITY has considered the BID submitted by you for the above described WORK in response to its Notice to Contractors dated _____, 2015, and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Instruction to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Labor and Materials Bond, Guaranty Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2015.

Owner: _____

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
this the _____ day of _____, 2015.

By: _____ Title: _____

CONTRACT BETWEEN _____ AND
THE CITY OF ARCATA FOR
ARCATA RAILS WITH TRAIL PROJECT, RPSTPL- 0521(019)

This CONTRACT is made and entered into this _____ day of _____, by and between the City of Arcata, a municipal corporation ("City"), and _____, a _____ ("Contractor").

The parties agree as follows:

1. **Scope of Services:** Contractor agrees to complete all work as specified in Exhibit "A," Scope of Work, attached hereto and incorporated herein ("Work"). All work shall be completed in accordance with the Contract Documents.
2. **Contract Documents Include:** The contract documents include this Contract, all Plans and Specifications, including the Greenbook (BNI Publications, Inc., 2003 edition), the Notice Inviting Bids or Notice Inviting Quotes, the Bid or Quote, the Certificates of Insurance, Workers' Compensation Certificate, and Bonds (if any) ("Contract Documents"). All of the provisions of the Contract Documents are hereby incorporated in and made a part of this Contract as if fully set forth herein.
3. **Compensation:** The City shall pay Contractor for services performed in accordance with this Contract according to the payment schedule contained in the Accepted Bid, which is attached hereto as Exhibit "B" and incorporated herein.

The maximum contract price is _____, inclusive of reimbursements of expenses, if any are authorized.

4. **Payment:** Contractor shall submit monthly invoices for completed tasks as outlined in Exhibit "A" – Scope of Services. All invoices must include Purchase Order No._____. Invoices received without reference to correct Purchase Order Number will be returned to Contractor without processing. The City agrees to pay invoices within 30 days upon receipt of invoice less 10% until approval and acceptance of completed project. The final invoice will be paid within 30 days from the City's acceptance and approval of completed project. All payments are subject to final audit upon completion of services or other termination of this Contract.
5. **Commencement of Work, Time for Completion:** No Work shall be performed or furnished under this Contract until the City has delivered a signed Contract and Notice to Proceed to the Contractor. The Contractor shall complete the Work by _____ (the "Completion Date"). An extension to the Completion Date may be allowed in accordance with Section 34, Uncontrollable Circumstances. The Contractor shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the City Representative, to perform required activities at a pace sufficient to complete the Work by the Completion Date. If in the opinion of the City Representative, the Contractor has failed or is failing to employ sufficient force, materials, and tools, or, to maintain adequate progress, the City Representative may, at no additional cost to the City, require the Contractor to increase progress of work. The Contractor shall implement action required to increase progress and report the action or actions to be taken to the City Representative within two work days following the City Representative's order to increase progress.
6. **Bonds and Surety Qualifications:** If indicated below, Contractor shall, within 15 days of contract award and before execution of the contract, furnish a Bond for Faithful Performance and/or a Payment Bond (also called Labor and Materials Bond) on forms provided by the City, each in the amount of 100 percent of the contract price. The Bond for Faithful Performance shall remain in effect during the performance of the work, and for 365 days after recordation of a Notice of Completion, or if a Notice of Completion is not recorded by the City, within thirty days of completion of the Work. The Payment Bond shall remain in effect until recordation of the Notice of Completion, or if a Notice of Completion is not recorded by the City, for 60 days after completion of the Work. All Bonds shall be furnished by the Contractor at its own cost and expense. All bonds shall be executed by such sureties as are admitted to transact surety insurance in the State of California. Should an objection as to the sufficiency of an admitted surety on a bond be made, California Code of Civil Procedure Section 995.660 shall apply.

Performance Bond Required: _____ Payment Bond Required: _____ [check only if required]

7. **Independent Contractor:** Parties intend that Contractor, in performing Work, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for others while under contract with City, provided no conflict of interest is created. Contractor is not to be considered an agent or employee of City.
8. **Insurance:** All Work shall be performed entirely at the Contractor's risk. Prior to the beginning of and throughout the duration of the Work, Contractor shall procure and maintain for the duration of the contract, and for a minimum of five (5) years after completion of all Work, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. All insurance carriers shall be admitted in the state of California and have an A.M. Best's rating of A- or better and minimum financial size VII. Coverage shall be at least as broad as the following minimum limits:
 - (a) *Commercial General Liability:* Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence for all covered losses. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Additional insured coverage for the City shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.
 - (b) *Automobile Insurance:* ISO Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 per accident for bodily injury and property damage. If Contractor or Contractor's employees will use personal autos on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
 - (c) *Workers Compensation Insurance:* covering all employees and volunteers as required by the State of California on a state-approved policy form, and Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - (d) *Excess or Umbrella Liability Insurance (Over Primary):* if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverage. Such policy or policies shall include a drop down provision providing coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. Such insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's insurance or self-insurance shall be called upon to protect it as a named insured. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, sub-contractors or others involved in performing Work under this Contract. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

(e) *General Conditions Pertaining to Insurance:*

- (1) Contractor shall have its insurer endorse the third party general liability coverage to include as additional insureds the City, its officials, employees, volunteers and agents, using standard ISO endorsement CG 20 10. The additional insured coverage under Contractor's policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City. Contractor's policy shall not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

(2) It is a requirement under this Contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage and/or limits required in this Section 8 shall be available to the City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

(3) All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability. Policies containing any SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

(4) The City reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of the City's right.

(5) Certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the City.

(6) Contractor agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require that all subcontractors and sub-subcontractors do likewise.

(7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Contractor's general liability policy, shall be delivered to the City at or prior to the execution of the Contract.

(8) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.

(9) The City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to the City.

(10) In the event Contractor fails to obtain or maintain completed operations coverage as required by this Contract, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

9. Indemnity:

(a) To the fullest extent allowed by law, Contractor shall indemnify, defend and hold harmless the City and its officers, officials, employees, and volunteers through legal counsel reasonably acceptable to the City, from and against any and all claims, damages and expenses, including attorney fees and costs of litigation, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

(b) Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her/its sole expense and agrees to bear all other costs and expenses related thereto.

- (c) Contractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law.
- (d) The defense and indemnification obligations of the Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract.

NOTICE OF BID

10. Subcontracting:

- (a) Contractor shall comply with the Subletting and Subcontracting Fair Practices Act of Public Contracts Code Sections 4100 et seq.
- a. Contractor shall submit to the City the following information as part of its bid proposal:
 - (1) The name and location of the place of business of each subcontractor performing work, labor or rendering construction services and each subcontractor licensed by the State of California specially fabricating and installing improvements according to detailed drawings or the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid.
 - (2) The portion of the Work to be done by each subcontractor.
- b. Contractor shall list only one subcontractor for each portion of the Work identified in the bid.
- c. Contractor shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Contract that are applicable to any subcontractor's scope of work. Subcontractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law.
- d. Each subcontractor shall be obligated to Contractor and the City in the same manner and to the same extent as Contractor is obligated to the City under the Contract Documents. If hiring a sub-subcontractor to perform any Work, the subcontractor shall include in the sub-subcontract all provisions of the Contract Documents including all insurance and indemnity provisions that are applicable to said sub-subcontractor's scope of work.
- e. Contractor shall furnish a copy of the Contract insurance and indemnity provisions to any subcontractor upon request. Upon request from the City, Contractor shall provide insurance certificates and endorsements of its subcontractors.

11. Registration with Department of Industrial Relations: Contractor and all subcontractors shall be currently registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

12. Prevailing Wages: This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is available for review upon request at City's Assistant Purchasing Agent, 736 F Street, Arcata, CA. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post one copy of the prevailing rates of wages at the job site. The statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced (Labor Code § 1813). Contractor shall forfeit as penalty to the City the sum of up to two

hundred dollars (\$200.00) for each calendar day or portion thereof, and for each worker paid less than the prevailing rates under the contract.

13. Payroll Records:

(a) Pursuant to California Labor Code Section 1776, Contractor and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public work project.

(b) The payroll records enumerated under paragraph (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated on paragraph (a) shall be made available for inspection or furnished upon request to the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in paragraph (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (b)(2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as provided by the division.

(d) The Contractor or subcontractor shall file a certified copy of the records enumerated in paragraph (a) with the entity that requested the records within ten days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of

the Contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.

- (f) Agencies included in the Joint Enforcement Strike Force on the Underground Economy and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. The Contractor shall not be liable for damages due to good faith compliance with this subdivision.
- (g) The Contractor shall inform the City of the location of the records enumerated under paragraph (a), including the street address, city and county, and shall, within five working days, provide a notice of change of location and address.
- (h) The Contractor or subcontractor shall have ten days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (a). In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the City, forfeit \$100 for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to a failure of a subcontractor to comply with this section.
- (i) The Contractor and each subcontractor shall furnish all personnel records specified in Labor Code section 1776, as described in this section 13, directly to the Labor Commissioner at least monthly, or more frequently if specified in this contract, and in a format prescribed by the Labor Commissioner.

14. Audit of Records: Contractor shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the City or establishing the basis for an invoice, for a minimum of four years from the date of final payment to Contractor. All such records shall be clearly identifiable. Contractor shall allow City representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.

15. Hours Of Work:

- (a) Eight hours labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight hours during a calendar day or 40 hours during a calendar week of the foregoing hours.
- (b) Contractor shall keep and make available an accurate record showing the name each worker and hours worked each day and each week by each worker.
- (c) As a penalty to the City, Contractor shall forfeit twenty-five dollars (\$25.00) for each worker, including subcontractors' workers, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of Labor Code Sections 1810 through 1815.

16. Document Submission and Title to Documents: All documents, reports, plans, specifications, maps, estimates, manuscripts, drawings, descriptions and other final work products compiled under this Contract must be submitted electronically in MS Word and PDF formats and in hard copy format. Additionally, upon payment of fees and expenses due, title to all such documents shall be vested in the City.

17. Materials and Equipment:

- (a) Unless otherwise specified, shown, or permitted by the City, materials and equipment incorporated in the Work shall be new. The City may request the Contractor to furnish manufacturer's certificates to this effect.
- (b) The Contractor must furnish adequate equipment and facilities to properly perform the Work in a workmanlike manner in accordance with specifications set forth in this Contract. Such equipment and facilities must be in a good state of repair and maintained in such state during the progress of the Work and shall meet requirements of applicable ordinances and laws. No worn or obsolete equipment shall be used, and in no case shall the manufacturer's rating of capacity for equipment be exceeded.
- (c) Materials furnished and Work performed shall be subject to inspection and testing by City's authorized agents at City's expense. If such inspection and testing reveals non-compliance with the requirements of this contract, the Contractor shall bear the cost of necessary corrective measures and the cost of subsequent inspecting and testing.
- (d) The inspection of the Work shall not relieve the Contractor of the obligations under the contract. Even though equipment, materials, or Work required under the Contract have been inspected, accepted, and estimated for payment, the Contractor shall replace or repair such equipment, materials, or Work found to be defective or otherwise not to comply with the requirements of the contract up to the end of the maintenance and guarantee period.
- (e) Materials for use in the Work shall be stored by Contractor to prevent damage from exposure to the elements, admixture of foreign materials or from any other cause. Contractor is responsible for damage to or loss of materials by weather or other causes.

18. Permits and Licenses: Prior to execution of the Contract, the Contractor shall obtain and maintain throughout the contract period a valid City of Arcata business license. Contractor shall apply for and procure permits and licenses necessary for the Work. Contractor shall give notices necessary and incidental to the due and lawful prosecution of the Work and shall comply duly with the terms and conditions of permits and licenses. Contractor shall pay charges and fees in connection with permits and licenses.

19. Contractor Qualifications and Standard of Work: Contractor warrants that it is fully qualified to perform the Work, and holds all applicable licenses, permits, and other necessary qualifications. Contractor shall perform and complete in a good and workmanlike manner all the Work described in the Contract Documents, to furnish at its cost and expense all tools, equipment, labor and materials necessary therefor, except such materials as are specifically stipulated in the Contract Documents to be furnished by City, and to do everything required by this Contract and other contract documents. Contractor shall possess a valid Class C-12 and/or "A" (contractor license), or the appropriate special California contractor's license at the time of bid submission and for the duration of the Contract. The Contractor shall be responsible for complying with all applicable local, state, and federal laws and regulations whether or not expressly stated or referred to herein. Only competent workers shall be employed on the Work. Workers who are incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fail to perform Work properly and acceptably, shall be immediately removed from the Work by the Contractor and not re-employed.

20. Apprentices: Contractor shall comply with the Labor Code concerning the employment of apprentices.

21. Supervision of Work by Contractor: Before starting the Work, Contractor shall designate, in writing, a representative having authority to act for Contractor, and may designate an alternate representative. The

representative or alternate shall be present at the work site when Work is in progress. Orders or communications given to this representative shall be deemed delivered to the Contractor. In the absence of the Contractor or designated representative, directions or instructions may be given by the City Representative to the superintendent or foreman having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or the representative.

22. City Representative: The City Representative, as designated by the City Manager for the City ("City Representative"), shall decide questions about the quality of materials furnished and Work performed, manner of performance, rate of progress of the Work, interpretation of the plans and specifications, and the fulfillment of the Contract by the Contractor.

23. Inspection:

- (a) The City Representative shall have access to the Work during construction and shall be furnished with reasonable facility for gaining knowledge of the progress, workmanship and character of materials used and employed in the work.
- (b) When the Contractor varies the period during which Work is carried on each day, Contractor shall give notice to the City Representative so proper inspection may be provided. Work done in the absence of the City Representative is subject to rejection.
- (c) No materials shall be installed until approved by the City Representative. Installations to be backfilled shall be inspected and approved by the City Representative prior to backfilling. The Contractor shall give notice in advance of backfilling to the City Representative so proper inspection may be provided.
- (d) The inspection of the Work shall not relieve the Contractor of obligations to fulfill the contract. Defective Work shall be made good, and unsuitable materials may be rejected notwithstanding the fact such defective Work and unsuitable materials have been previously overlooked by the City Representative and accepted.

23. Removal of Defective and Unauthorized Work:

- (a) Rejected Work shall be removed and replaced by Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement. Work done beyond the lines and grades shown on the plans or established by the City Representative, or Work done without written authority will be considered as unauthorized and not be paid for. Such Work may be ordered removed at Contractor's expense.
- (b) Upon failure on the part of Contractor to comply promptly with an order of the City Representative under this section, the City Representative shall have authority to cause defective Work to be removed and replaced, and unauthorized Work to be removed, and to deduct the costs from monies due Contractor.

24. Errors Or Discrepancies Noted By Contractor:

- (a) If the Contractor finds discrepancy between the specifications and the drawings, and the physical conditions at the site of the Work, or finds errors or omissions in the drawings or in any survey, Contractor shall promptly notify the City in writing of such discrepancy, error or omission. If the Contractor observes drawings or specifications at variance with applicable law, ordinance, regulation, order or decree, Contractor shall promptly notify the City in writing of such conflict.
- (b) On receipt of any such notice, the City shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, Work done by the

Contractor, after Contractor's discovery of such error, discrepancy or conflict will be at Contractor's own risk and Contractor shall bear costs arising therefrom.

25. Cleanup: On completion of the Work, Contractor shall remove debris and surplus materials from the work site.

26. Guarantees: Contractor guarantees Work from defect in workmanship for the period of one year from the date of acceptance by the City and shall repair and replace such Work, together with other displaced work, without expense to the City, ordinary wear and tear, usual abuse or neglect excepted. City may have the defects repaired and made good at the expense of the Contractor, if Contractor fails to comply with the above-mentioned conditions within a week after being notified in writing.

27. Safety: Contractor and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under the Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. and by the California Division of Industrial Safety. Contractor shall take all precautions necessary for the safety and prevention of damage to property on/or adjacent to the work site, and for the safety of and prevention of injury to persons, including City's employees, Contractor's employees, and third persons, on/or adjacent to the work site.

28. Termination: Contractor At Fault:

(a) The City shall have the right to terminate the Contractor for cause under any one or more of the following circumstances:

- (1) Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to adhere to the progress schedule as approved from time-to-time by the City Representative, failure to adhere to the schedule of values as approved from time-to-time by the City Representative);
- (2) Contractor's disregard of applicable laws and regulations;
- (3) Contractor's repeated disregard of the authority or orders of the City Representative;
- (4) Contractor's repeated or persistent default of any of the provisions of the Contract Documents;
- (5) Contractor's material breach of any provision of the Contract Documents;
- (6) Contractor's failure to perform Work for a period of five consecutive work days unless such failure is excused because of inclement weather or Uncontrollable Circumstance.

(b) If one or more of the grounds for termination exist, the City, after giving the Contractor and the performance surety five days written notice, may at its sole discretion, without liability for trespass or conversion, take any of the following actions: terminate the service of the Contractor;

exclude the Contractor from the site; take possession of the site and Work; take possession of all of Contractor's tools, appliances, construction equipment, and machinery at the site; take possession of all materials and component parts, equipment, or machinery stored at the site or for which the Contractor has paid but which are stored elsewhere; use the site, tools, appliances, construction equipment, machinery, parts, and materials to the full extent they could be used by Contractor; finish the Work as the City may deem expedient; or make demand on the performance bond surety to complete the Work. When the City terminates Contractor's services under this Section, Contractor shall not be entitled to receive further payments until the Work is completed. If the unpaid balance of the Contract Price is greater than all claims, costs, losses, offsets and damages (including without limitation all fees and charges of engineers, architects, land surveyors, contractors and other providers of professional services) sustained by the City arising out of or relating to completing the Work or exercising its rights under this Section, the excess will be paid to Contractor or the performance bond surety. If the unpaid balance of the Contract Price is less than all claims, costs, losses, offsets and damages (including without limitation all fees and charges of engineers, architects, land surveyors, contractors and other providers of professional services) sustained by the City arising out of or relating to completing the Work or exercising its rights under this Section, Contractor will pay the difference to the City. When exercising any rights or remedies under this Section, the City shall not be required to obtain the lowest price for the Work performed.

- (c) The termination of Contractor's services under this paragraph will not affect any rights or remedies the City may have against Contractor existing at the time of termination or which may later accrue. Any release of retention or payment by the City will not release Contractor from liability.

29. Termination: Contractor Not At Fault:

- (a) Upon five days' written notice to Contractor, the City may, without cause and without prejudice to any other of the City's rights or remedies, terminate the Contract.
- (b) Upon the service of a notice of contract termination, Contractor shall discontinue the Work in the manner, sequence, and at such times as directed by the City Representative. Contractor shall remain responsible for the quality and fitness of the Work performed by Contractor before termination of the Contract. All requirements of the Contract pertaining to Work completed or to be completed as directed by the City Representative as of the time of termination shall survive the termination, including without limitation, all indemnities, warranties, requirements for preparation of record drawings and completion of any "punch-list" items directed by the City Representative. Contractor shall cooperate with City with respect to providing information about the work in progress at the time of termination, as requested by the City Representative.
- (c) Upon termination of the Contract, City shall use reasonable efforts to determine and pay to Contractor within 30 days, without duplication, for the following items:
 - (1) For completed and acceptable Work executed in accordance with the contract Documents before the effective date of termination, including a fair and reasonable amount for overhead and profit on such Work, less any prior payments for the Work. The determined value of the Work, including overhead and profit, shall be consistent with the Contract Documents, including any schedule of payments or schedule of values.
 - (2) For documented direct expenses sustained before the effective date of termination in performing services or furnishing labor, materials, or equipments as required by the Contract Documents necessary for the execution of the uncompleted Work. The determined value of the documented direct expenses, including overhead and profit, shall be consistent with the Contract Documents, including any schedule of payments or schedule of values.
 - (3) For reasonable and documented direct expenses, including damages, incurred in settlement or as a consequence of terminated subcontracts;

(4) For other actual expenses reasonably incurred as a direct consequence of the termination.

(d) Notwithstanding the foregoing, Contractor shall not be entitled to recover any loss of anticipated profit or revenue or other economic loss arising out of or resulting from the termination, including without limitation any claim for anticipated profits on the Work not performed or lost business opportunity.

(e) If the Contractor is terminated under this Section, the City may purchase from the Contractor all consumable supplies of the Contractor on hand, or in transit, or on definite commitment, including fuel, lubricants, and materials of construction not incorporated in the Work which, in the opinion of the City Representative, are suitable and required to complete the Work; and the City shall pay to the Contractor for such consumable supplies the prices paid therefore by the Contractor.

(f) If the Contractor is terminated under this Section, upon request by the City Representative, the Contractor shall provide the City Representative with an itemized inventory and cost account of all plant, tools, equipment, labor and consumable supplies that have been used, are then in use, and were planned to be used on the Work. Further, upon request, the City shall have the right to audit all of the Contractor's records relating to costs incurred or planned to be incurred in performing the Work.

30. Authority to Execute this Contract: The person or persons executing this Contract on behalf of Contractor warrants and represents that he/she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

31. Representations: The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Contract or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein; and each party acknowledges that it has relied on its own judgment in entering into this Contract. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with its dealings with the other.

32. Notices: Any notice or instrument required to be given or delivered by this contract may be given by depositing the same in any United States Post Office, registered or certified, postage prepaid, address to:

To City:

Attn: _____

City of Arcata

736 F Street

Arcata, CA 95521

To Contractor:

33. Assignment: Contractor shall not assign this contract or payments under this contract. Contractor and each subcontractor hereby assign to the City rights, title, and interest in and to causes of action under Section 4 of the Clayton Act (15 U.S.C.A. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for this contract or the subcontract. This assignment shall be made and become effective without further acknowledgement by the parties at the time City tenders final payment to Contractor.

34. Amendment: No waiver or modification of this Contract shall be valid unless agreed upon and signed by both the City and Contractor.

35. **Nondiscrimination:** Contractor shall ensure equal employment opportunity for all persons, regardless of race, color, religion, sex, creed, national origin, ancestry, age, medical condition, physical or mental disability, Vietnam-era veteran or special disabled veteran status, marital status or citizenship, within the limits imposed by law. These principles are to be applied by Contractor in all employment practices including recruiting, hiring, transfers, promotions, training, compensation, benefits, layoffs, and terminations. Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans With Disabilities Act of 1990, and any other applicable federal and state laws and regulations pertaining to nondiscrimination.

36. Uncontrollable Circumstances:

- (a) Upon Contractor's written request and submission of substantiating documentation of a delay resulting from an Uncontrollable Circumstance, the City Representative shall give Contractor a non-compensable extension of time. Contractor shall submit a written request within seven days of the commencement of the Uncontrolled Circumstance.
- (b) Prior to completion and acceptance of the Work, Contractor is responsible for, and bears the risk of loss associated with, damage or loss to any portion of the Work regardless of the cause, except that Contractor may request an extension of any required Completion Date specified, as set forth in Section 36(a). Contractor shall repair or replace such damages or destroyed Work to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of Work.
- (c) "Uncontrollable Circumstance" means any act, event or condition that is:
 - (1) beyond the reasonable control of the Contractor that justifies Contractor not timely performing an obligation or complying with any condition required under the contract documents, and

(2) materially expands the scope of, interferes with, or delays the Contractor's performance of obligations under the contract documents, but only if such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of the contract documents on the part of the Contractor.

(d) Examples of acts, events or conditions that typically qualify as uncontrollable circumstances include: naturally occurring events such as landslides, underground movement, earthquakes, fires, tornadoes, hurricanes, floods, lightning, epidemics, and extreme weather that threatens worker safety, property and/or project integrity in Contractor's sole determination; explosions, terrorism, sabotage, or similar acts of a declared public enemy; extortion; war; blockade; insurrection, riot or civil disturbance; labor disputes, except labor disputes involving employees of the Contractor, its affiliates, or subcontractors, vendors and suppliers; the failure of any subcontractor to furnish services, materials, chemicals or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute an uncontrollable circumstance if it affected Contractor directly, and Contractor is not able after exercising all reasonable efforts to timely obtain substitutes; the preemption, confiscation, diversion, destruction or other interference in possession or performance of materials or services by a government agency in connection with a public emergency or any condemnation or other taking by eminent domain of any material portion of the Work.

(e) Examples of acts, events or conditions that do not typically qualify as an uncontrollable circumstances include: weather conditions normal for the area where the Work is being performed; any delay that would not have occurred but for the Contractor's failure to comply with its obligations under the contract documents; Contractor's inability to obtain timely materials or equipment; any work related injuries, accidents or safety violations; any changes in interest rates, inflation rates, wage rates, insurance premiums, commodity prices, currency values, exchange rates or other general economic conditions that significantly increase Contractor's cost of performing the Work; any change in the financial condition of the Contractor or any subcontractor affecting their ability to perform timely their respective obligations; the consequences of error, neglect or omissions by the Contractor, any subcontractor, or any other person in the performance of the Work; any change of union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed on the Work or otherwise increasing the cost to the Contractor of performing the Work; inclement weather conditions normal for the area where the Work is being performed; any mechanical failure of equipment; or any electric utility power outages except as a direct result of an independent uncontrollable circumstance.

37. Extra, Changed Work:

(a) The City may require changes in, additions to, or deductions from the Work to be performed or to the materials to be furnished under this contract. No extra work shall be performed or change made except pursuant to a written order from the City stating the extra work or change is authorized, and setting forth the basis upon which payment is to be made. No claim for additional compensation shall be valid unless pursuant to such a change order. Nothing in this section shall excuse the Contractor from proceeding with the prosecution of the changed work. When required by the City, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any ordered change

(b) Adjustments in the amounts to be paid to the Contractor by reason of any such change, addition or deduction shall be determined by one or more of the following methods:

(1) By an acceptable lump sum proposal from the Contractor.

- (2) By unit prices contained in the Contractor's original bid and incorporated in the contract documents or fixed by subsequent agreement between the City and the Contractor.
- (3) By ordering the Contractor to proceed with the work and to furnish daily reports of extra work. The reports shall itemize all costs for labor, material, and equipment rental. The reports for workers shall include hours worked, rates of pay, names and classification; and for equipment shall include size, type, identification number and hours of operation. Records and reports shall be made immediately available to the City Representative upon his request.

(c) When the City orders extra work and there is an agreement between the City and the Contractor to perform the extra work, the City may approve the method used by the Contractor to accomplish the work. At the request of the City, the method to be used shall be memorialized in writing prior to work being performed.

38. Governing Law and Venue: This Contract and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. If any action is brought to enforce the terms of this contract it shall be brought in Humboldt County Superior Court.

39. Attorney's Fees: Should any litigation or arbitration be commenced between the parties hereto concerning this contract, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted to a reasonable sum as and for attorney's fees in such litigation or arbitration.

This Contract contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties.

(Signatures on following page)

Executed in Arcata, California on _____

CITY:

By: _____

City Manager

Date: _____

Contracts and Procurement Specialist:

By: _____

Date: _____

Approved as to form:

By: _____

City Attorney

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____

Address: _____

Employer ID#: _____

License #: _____

DIR#: _____

(DO NOT DETACH)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, The City Council for the City of Arcata, County of Humboldt, State of California, by motion passed _____, 2015, has awarded to

hereinafter designated as the "Contractor," a contract for the **ARCATA RAILS WITH TRAIL PROJECT, RPSTPL- 0521(019)**

WHEREAS, said "Contractor" is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW THEREFORE, we

"Contractor and _____ as surety are held and firmly bound unto the City of Arcata, hereinafter called the "Owner," in the penal sum of _____ Dollars and duly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the hereby bonded Contractor, his or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

FURTHER, THE SAID SURETY, FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES that no change, extension of time, alteration or modification of the Contract Documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the Contract Documents or of the work performed thereunder.

IN WITNESS WHEREOF, four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety herein named, on the _____ day of _____, 2015, the name and corporate seal of each corporate party affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Contractor

By _____

Title

(Seal)

Surety

By _____

Address of Surety

City

State

Zip

(DO NOT DETACH)

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, The City Council for the City of Arcata, County of Humboldt, State of California, by motion passed _____, 2015, has awarded to

hereinafter designated as the "Contractor," a contract for the: **ARCATA RAILS WITH TRAIL PROJECT, RPSTPLE 0521(19)**

WHEREAS, said Contractor is required to furnish a bond in connection with said contract, providing that if said Contractor, or any of his or its subcontractors, shall fail to pay for any materials, provisions, equipment, or other supplies or items used in, upon or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth;

NOW THEREFORE, we _____

as Contractor, and _____

as surety, are held and firmly bound unto the City of Arcata, hereinafter called the "Owner," to the penal sum of _____ Dollars (\$_____) lawful money, of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Contractor, his or its subcontractors, heirs, executors, administrators, successors or assigns shall fail to pay any of the persons names in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by Sections 3247 et seq. of the Civil Code of California, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees, as shall be fixed by the court, awarded and taxed as in the above-mentioned statutes provided.

FURTHER, THE SAID SURETY, FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES that no change, extension of time, alteration or modification of the Contract Documents or of the work to be performed there under, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the Contract Documents or of the work performed there under.

IN WITNESS WHEREOF, four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety herein named, on the _____ day of _____, 2015, the name and corporate seal of each corporate party affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Contractor

By _____

Title

(Seal)

Surety

By _____

Address of Surety

City

State

Zip

DO NOT DETACH

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY EACH AWARDER OF A
PRINCIPAL CONTRACT

STATE OF CALIFORNIA }
 } ss.
COUNTY OF HUMBOLDT }

_____, being first duly sworn, deposes and
says:

That he is _____, the party
making the foregoing proposal or bid; that such proposal or bid is genuine and not collusive or
sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with
any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner,
directly or indirectly, sought by agreement of collusion, or communication or conference, with any
person, to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit or cost
element of said bid price, or of that of any other bidder, or to secure any advantage against the
Owner or any person interested in the proposed contract; and that all statement in said proposal or
bid are true.

(Fill in description of contract)

Signature of Bidder

Business Address

Place of Residence

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

Notary Public in and for the County of
State of California.

My Commission Expires _____, 20 ____.

IN WITNESS WHEREOF, four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety herein named, on the _____ day of _____, 2015, the name and corporate seal of each corporate party affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Contractor

By _____

Title

Surety

By _____

Address of Surety

City

State

Zip

ARCATA RAILS WITH TRAIL PROJECT, RPSTPLE 0521(19)

**NOTICE TO PROCEED IN 10
WORKING DAYS**

You are hereby informed that all construction documents have been executed and are given **notice to proceed within 10 WORKING DAYS from receipt of this notice.**

I hereby acknowledge receipt of this notice:

City of Arcata
OWNER

Date

CONTRACTOR

Date

License #

NOT FOR BID USE

D.B.E. FORMS

NOT FOR BID USE

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

PART I

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

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

Distribution: 1) Original - Local Agency File

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

PART II

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

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

Distribution: 1) Original – Local Agency File

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

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

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT

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

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

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE
-------------------------------------	-------	-----------------------	------

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

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE
-------------------	-----------------------	------

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

BB35

Form CP-CEM 2403(F) (New 10/99)

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

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

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

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

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

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

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

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

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

INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION (CONSTRUCTION CONTRACTS)

SUCCESSFUL BIDDER:

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract UDBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter DBE prime and subcontractors certification number. The DBE contractors should notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number).

IMPORTANT: Identify **all** DBE firms participating in the project--including all UDBEs listed on the UDBE Commitment form (Exhibit 15-G1), regardless of tier. Names of the First-Tier DBE subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts) to determine how to count the participation of DBE firms.

Exhibit 15-G2 must be signed and dated by the successful bidder. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Number, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

EXHIBIT 15-H DBE INFORMATION — GOOD FAITH EFFORTS**DBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No.

Bid Opening Date _____

The City of Arcata established a Disadvantaged Business Enterprise (DBE) goal of 6 % for this project. The information provided herein shows that a good faith effort was made.

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

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

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

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

Publications	Dates of Advertisement

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

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

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

**FEDERAL WAGE
DETERMINATIONS**

NOT FOR PUBLIC USE

General Decision Number: CA140004 09/26/2014 CA4

Superseded General Decision Number: CA20130004

State: California

Construction Types: Heavy (Heavy and Dredging) and Highway

Counties: Del Norte, Humboldt, Lake and Mendocino Counties in California.

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

Modification Number	Publication Date
0	01/03/2014
1	01/24/2014
2	03/07/2014
3	04/11/2014
4	05/23/2014
5	06/06/2014
6	06/13/2014
7	06/20/2014
8	07/04/2014
9	07/11/2014
10	07/18/2014
11	07/25/2014
12	08/08/2014
13	08/15/2014
14	08/22/2014
15	09/26/2014

ASBE0016-005 01/01/2014

Rates Fringes

Asbestos Workers/Insulator
(Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)

(1) Mendocino County.....	\$ 57.15	18.72
(2) Del Norte, Humboldt, Lake Counties.....	\$ 44.05	18.62

ASBE0016-006 01/01/2013

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)....\$ 31.13 6.95

BRCA0003-001 08/01/2013

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.05	14.01

BRCA0003-003 08/01/2013

	Rates	Fringes
MARBLE MASON.....	\$ 39.30	22.48

BRCA0003-006 05/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 39.96	23.79

SPECIALTY PAY:

- (A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.
- (B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.
- (C) Gunite nozzle person shall receive \$1.25 per hour above the regular rate.

BRCA0003-008 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.15	13.93
TERRAZZO WORKER/SETTER.....	\$ 39.95	24.39

BRCA0003-013 04/01/2014

	Rates	Fringes
TILE FINISHER Del Norte & Humboldt Counties.....	\$ 22.76	12.37
Lake & Mendocino Counties....	\$ 22.26	11.85
TILE LAYER Del Norte & Humboldt Counties.....	\$ 40.59	13.79
Lake & Mendocino Counties....	\$ 37.46	13.74

CARP0034-001 07/01/2014

Rates	Fringes
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Diver

Assistant Tender, ROV

Tender/Technician.....	\$ 39.60	30.73
Diver standby.....	\$ 44.56	30.73
Diver Tender.....	\$ 43.56	30.73
Diver wet.....	\$ 89.12	30.73
Manifold Operator (mixed gas).....	\$ 48.56	30.73
Manifold Operator (Standby).....	\$ 43.56	30.73

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver.....	\$ 40.60	30.73

CARP0751-002 07/01/2014

Del Norte, Humboldt, Lake and Mendocino Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 33.27	27.53
J Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

ELEC0551-001 06/01/2014

LAKE AND MENDOCINO COUNTIES

Rates	Fringes
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Electricians:

Electrician.....	\$ 47.20	16.76
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TUNNEL WORK: Add \$0.50 per hour.

ELEC0551-002 06/01/2014

DEL NORTE AND HUMBOLDT COUNTIES

Rates	Fringes
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Electricians:.....	\$ 47.20	16.76
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TUNNEL WORK: Add \$0.50 per hour.

ELEC1245-002 06/01/2013

HUMBOLDT, LAKE AND MENDOCINO COUNTIES

Rates	Fringes
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LINE CONSTRUCTION

(1) Lineman; Cable splicer..	\$ 50.30	15
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 40.17	14.56
(3) Groundman.....	\$ 30.73	13.48
(4) Powderman.....	\$ 44.91	13.48

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

ENGI0003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1
RATES.

SEE AREA DEFINITIONS BELOW

Rates	Fringes
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OPERATOR: Power Equipment
(AREA 1:)

GROUP 1.....	\$ 39.85	27.44
GROUP 2.....	\$ 38.32	27.44
GROUP 3.....	\$ 36.84	27.44
GROUP 4.....	\$ 35.46	27.44

GROUP 5.....	\$ 34.19	27.44
GROUP 6.....	\$ 32.87	27.44
GROUP 7.....	\$ 31.73	27.44
GROUP 8.....	\$ 30.59	27.44
GROUP 8-A.....	\$ 28.38	27.44

OPERATOR: Power Equipment
(Cranes and Attachments -
AREA 1:)

GROUP 1		
Cranes.....	\$ 40.73	27.44
Oiler.....	\$ 33.76	27.44
Truck crane oiler.....	\$ 37.33	27.44
GROUP 2		
Cranes.....	\$ 38.97	27.44
Oiler.....	\$ 33.50	27.44
Truck crane oiler.....	\$ 37.04	27.44
GROUP 3		
Cranes.....	\$ 37.23	27.44
Hydraulic.....	\$ 32.87	27.44
Oiler.....	\$ 33.26	27.44
Truck Crane Oiler.....	\$ 36.77	27.44
GROUP 4		
Cranes.....	\$ 34.19	27.44

OPERATOR: Power Equipment
(Piledriving - AREA 1:)

GROUP 1		
Lifting devices.....	\$ 41.07	27.44
Oiler.....	\$ 31.81	27.44
Truck crane oiler.....	\$ 34.09	27.44
GROUP 2		
Lifting devices.....	\$ 39.25	27.44
Oiler.....	\$ 31.54	27.44
Truck Crane Oiler.....	\$ 33.84	27.44
GROUP 3		
Lifting devices.....	\$ 37.57	27.44
Oiler.....	\$ 31.32	27.44
Truck Crane Oiler.....	\$ 33.55	27.44
GROUP 4		
Lifting devices.....	\$ 35.80	27.44
GROUP 5		
Lifting devices.....	\$ 34.50	27.44
GROUP 6		
Lifting devices.....	\$ 33.16	27.44

OPERATOR: Power Equipment
(Steel Erection - AREA 1:)

GROUP 1		
Cranes.....	\$ 41.70	27.44
Oiler.....	\$ 32.15	27.44
Truck Crane Oiler.....	\$ 34.38	27.44
GROUP 2		
Cranes.....	\$ 39.93	27.44
Oiler.....	\$ 31.88	27.44
Truck Crane Oiler.....	\$ 34.16	27.44
GROUP 3		
Cranes.....	\$ 38.45	27.44
Hydraulic.....	\$ 32.67	27.44
Oiler.....	\$ 31.66	27.44
Truck Crane Oiler.....	\$ 33.89	27.44
GROUP 4		
Cranes.....	\$ 36.43	27.44
GROUP 5		

Cranes.....	\$ 35.13	27.44
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OPERATOR: Power Equipment

(Tunnel and Underground Work

- AREA 1:)

SHAFTS, STOPES, RAISES:

GROUP 1.....	\$ 35.95	27.44
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GROUP 1-A.....	\$ 38.32	27.44
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GROUP 2.....	\$ 34.59	27.44
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GROUP 3.....	\$ 33.36	27.44
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GROUP 4.....	\$ 32.22	27.44
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GROUP 5.....	\$ 31.08	27.44
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UNDERGROUND:

GROUP 1.....	\$ 35.85	27.44
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GROUP 1-A.....	\$ 38.32	27.44
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GROUP 2.....	\$ 34.59	27.44
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GROUP 3.....	\$ 33.26	27.44
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GROUP 4.....	\$ 32.12	27.44
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GROUP 5.....	\$ 30.98	27.44
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FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator,

asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie

spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunit); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons;

Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeast border with
Shasta County

Area 2: Remainder

TULARE COUNTY:

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

ELDORADO COUNTY:

- Area 1: North Central part
- Area 2: Remainder

FRESNO COUNTY

- Area 1: Except Eastern part
- Area 2: Eastern part

GLENN COUNTY:

- Area 1: Eastern part
- Area 2: Remainder

HUMBOLDT COUNTY:

- Area 1: Except Eastern and Southwestern parts
- Area 2: Remainder

LAKE COUNTY:

- Area 1: Southern part
- Area 2: Remainder

LASSEN COUNTY:

- Area 1: Western part along the Southern portion of border with Shasta County
- Area 2: Remainder

MADERA COUNTY

- Area 1: Remainder
- Area 2: Eastern part

MARIPOSA COUNTY

- Area 1: Remainder
- Area 2: Eastern part

MENDOCINO COUNTY:

- Area 1: Central and Southeastern parts
- Area 2: Remainder

MONTEREY COUNTY

- Area 1: Remainder
- Area 2: Southwestern part

NEVADA COUNTY:

- Area 1: All but the Northern portion along the border of Sierra County
- Area 2: Remainder

PLACER COUNTY:

- Area 1: All but the Central portion
- Area 2: Remainder

PLUMAS COUNTY:

- Area 1: Western portion
- Area 2: Remainder

SHASTA COUNTY:

- Area 1: All but the Northeastern corner
- Area 2: Remainder

SIERRA COUNTY:

- Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
 Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
 Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity Counties
 Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with Shasta County
 Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder
 Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder
 Area 2: Eastern Part

 IRON0377-002 07/01/2014

	Rates	Fringes
Fence Erector.....	\$ 26.58	17.74
Ornamental, Reinforcing and Structural.....	\$ 33.50	26.74

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

LAB00067-002 06/29/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....\$ 19.66		9.02
LABORER (Lead Removal)		
Area A.....\$ 29.02		19.42
Area B.....\$ 28.02		19.42

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LAB00261-006 06/30/2014

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....\$ 32.36		17.34

FOOTNOTE: Refractory work where heat-protective clothing is required: \$2.00 per hour additional.

LAB00324-003 06/30/2014

DEL NORTE, HUMBOLDT, LAKE, AND MENDOCINO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$ 27.14		19.03
Traffic Control Person I....\$ 27.44		19.03
Traffic Control Person II...\$ 24.94		19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of

temporary/permanent signs, markers, delineators and crash cushions.

LAB00324-005 06/30/2014

Rates Fringes

**Laborers: (CONSTRUCTION CRAFT
LABORERS)**

Construction Specialist

Group.....	\$ 28.09	18.66
GROUP 1.....	\$ 27.39	18.66
GROUP 1-a.....	\$ 27.61	18.66
GROUP 1-c.....	\$ 27.44	18.66
GROUP 1-e.....	\$ 27.94	18.66
GROUP 1-f.....	\$ 27.97	18.66
GROUP 2.....	\$ 27.24	18.66
GROUP 3.....	\$ 27.14	18.66
GROUP 4.....	\$ 20.83	18.66

See groups 1-b and 1-d under laborer classifications

Laborers: (GUNITE)

GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66

Laborers: (WRECKING)

GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66

Landscape Laborer (Gardeners,

Horticultural & Landscape

Laborers)

Establishment Warranty

Period.....	\$ 20.83	18.66
New Construction.....	\$ 27.14	18.66

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): \$0.25 per hour additional.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs.

pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonemason and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes, shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds (underground structures). All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and

every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzelman

GROUP 2: Nozzelman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00324-007 06/30/2014

DEL NORTE, HUMBOLDT, LAKE, AND MENDOCINO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00324-009 06/30/2014

DEL NORTE, HUMBOLDT, LAKE, MENDOCINO, NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.36	17.34

FOOTNOTE: Refractory work where heat-protective clothing is required: \$2.00 per hour additional.

PAIN0016-021 01/01/2013

LAKE AND MENDOCINO COUNTIES

Rates Fringes

Painters:.....	\$ 33.86	20.26
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PAIN1034-001 06/01/1993

DEL NORTE AND HUMBOLDT COUNTIES

Rates Fringes

Painters:

Brush & Roller.....	\$ 13.35	2.94
Sandblaster, spray, structural steel & swing stage.....	\$ 13.60	2.94

PAIN1176-001 07/01/2014

HIGHWAY IMPROVEMENT

Rates Fringes

Parking Lot Striping/Highway

Marking:

GROUP 1.....	\$ 34.26	11.65
GROUP 2.....	\$ 29.12	11.65
GROUP 3.....	\$ 29.46	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PLAS0300-005 06/30/2014

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 30.00	22.07
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PLUM0038-004 07/01/2014

LAKE AND MENDOCINO COUNTIES

Rates Fringes

Landscape/Irrigation Fitter (Underground/Utility Fitter).....\$ 54.40	32.15
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PLUMBER

Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater

treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET

RECOVERY RATE.....	\$ 54.40	40.71
All other work - NEW		
CONSTRUCTION RATE.....	\$ 64.00	43.29

* PLUM0355-005 07/01/2014

DEL NORTE AND HUMBOLDT COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 28.55	9.25

SHEE0104-016 07/01/2014

	Rates	Fringes
SHEET METAL WORKER		
Mechanical contracts		
\$200,000 or less.....	\$ 48.79	35.41
All other work.....	\$ 54.85	36.03

TEAM0094-001 07/01/2014

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 27.96	24.28
GROUP 2.....	\$ 28.26	24.28
GROUP 3.....	\$ 28.56	24.28
GROUP 4.....	\$ 28.91	24.28
GROUP 5.....	\$ 29.26	24.28

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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

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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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have been found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

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NOTE