

FEDERALLY FUNDED CONSTRUCTION CONTRACT
BETWEEN THE CITY OF HUNTINGTON BEACH AND
BEADOR CONSTRUCTION COMPANY, INC.
FOR
CC-1451 HUMBOLDT DRIVE BRIDGE REHABILITATION

THIS AGREEMENT ("Agreement") made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and BEADOR CONSTRUCTION COMPANY, INC., a California Corporation, hereinafter referred to as "CONTRACTOR."

WHEREAS, CITY has solicited bids for a public works project, hereinafter referred to as "PROJECT," more fully described as Humboldt Drive Bridge Rehabilitation (Over Short Channel) in the City of Huntington Beach; and

CONTRACTOR has been selected to perform said services,

NOW, THEREFORE, in consideration of the promises and agreements hereinafter made and exchanged, the parties covenant and agree as follows:

1. STATEMENT OF WORK: ACCEPTANCE OF RISK

CONTRACTOR shall complete and construct the PROJECT pursuant to this Agreement and the Contract Documents (as hereinafter defined) and furnish, at its own cost and expense, all labor, plans, tools, equipment, supplies, transportation, utilities and all other items, services and facilities necessary to complete and construct the PROJECT in a good and workmanlike manner.

CONTRACTOR agrees to fully assume the risk of all loss or damage arising out of the nature of the PROJECT, during its progress or prior to acceptance by CITY, from the action

of the elements, from any unforeseen difficulties which may arise or be encountered in the prosecution of work, and for all other risks of any description in connection with the work, including, but not limited to, all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as are herein expressly stipulated to be borne by CITY, and for well and faithfully completing the work within the stipulated time and in the manner shown and described in this Agreement, and in accordance with the requirements of CITY for the compensation set forth in the accepted bid proposal.

2. ACCEPTANCE OF CONDITIONS OF WORK; PLANS AND SPECIFICATIONS

CONTRACTOR acknowledges that it is fully familiar with all the terms, conditions and obligations of this Agreement and the Contract Documents (as defined below in this Section), the location of the job site, and the conditions under which the work is to be performed, and that it enters into this Agreement based upon its thorough investigation of all such matters and is relying in no way upon any opinions or representations of CITY.

It is agreed that the Contract Documents are incorporated into this Agreement by this reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, shall be bound by the Contract Documents insofar as they relate in part or in any way, directly or indirectly, to the work covered by this Agreement.

"Contract Documents" as defined herein mean and include:

- A. This Agreement;
- B. Bonds covering the work herein agreed upon;

- C. The CITY's standard Plans and Specifications and special contractual provisions, including those on file in the office of the Director of Public Works of CITY and adopted by the City Council, and any revisions, amendments or addenda thereto;
- D. The edition of *Standard Specifications for Public Works Construction*, published by Builders' News, Inc., 10801 National Boulevard, Los Angeles, CA 90064, and all amendments thereto, written and promulgated by the Southern California chapter of the American Public Works Association and the Southern California District Associated General Contractors of the California Joint Cooperative Committee as specified in the particular Plans, Specifications, Special Provisions and Addenda applicable to the Project;
- E. Bid documents including the Notice Inviting Bids, the Special Instructions to Bidders, the CONTRACTOR's proposal, (attached as **Exhibit "A"**), and, the Federal Requirements from FHWA 1273 (attached as **Exhibit "B"**); and
- F. The particular Plans, Specifications, Special Provisions and Addenda applicable to the PROJECT. Anything mentioned in the Specifications and not indicated in the Plans or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of a discrepancy between any Plans, Specifications, Special provisions, or Addenda, the matter shall be immediately submitted by CONTRACTOR to the Department of Public Works of CITY (hereinafter referred to as "DPW"), and CONTRACTOR shall not attempt to resolve or

adjust the discrepancy without the decision of DPW, save only at its own risk and expense.

Should there be any conflict between the terms of this Agreement and the bid or proposal of CONTRACTOR, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid or proposal which is in conflict herewith.

3. COMPENSATION

CITY agrees to pay and CONTRACTOR agrees to accept as full compensation for the faithful performance of this Agreement, subject to any additions or deductions made under the provisions of this Agreement or the Contract Documents, a sum not to exceed Four Million Nine Hundred Ninety-Nine Thousand Seven Hundred Dollars (\$ 4,999,700.00), as set forth in the Contract Documents, to be paid as provided in this Agreement.

4. COMMENCEMENT OF PROJECT

CONTRACTOR agrees to commence the PROJECT within ten (10) working days after the Notice To Proceed is issued and diligently prosecute the PROJECT to completion within Two Hundred Sixty (260) consecutive working days from the day the Notice to Proceed is issued by CITY, excluding delays provided for in this Agreement.

5. TIME OF THE ESSENCE

The parties hereto recognize and agree that time is of the essence in the performance of this Agreement and each and every provision of the Contract Documents.

CONTRACTOR shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of its work in conformance with the progress schedule set forth in the

Contract Documents. CONTRACTOR shall coordinate its work with the work of all other contractors, subcontractors, and CITY forces working on the PROJECT in a manner that will facilitate the efficient completion of the PROJECT and in accordance with the terms and provisions of this Agreement. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time and order in which the various portions of the work shall be performed and the priority of the work of other contractors, subcontractors and CITY forces and, in general, all matters concerning the timely and orderly conduct of the work of CONTRACTOR on the premises.

6. CHANGES

CONTRACTOR shall adhere strictly to the plans and specifications set forth in the Contract Documents unless a change therefrom is authorized in writing by DPW. CONTRACTOR agrees to make any and all changes, furnish materials and perform all work necessary within the scope of the PROJECT as DPW may require in writing. Under no condition shall CONTRACTOR make any changes without the prior written order or acceptance of DPW, and CITY shall not pay any extra charges made by CONTRACTOR that have not been agreed upon in writing by DPW.

When directed to change the work, CONTRACTOR shall submit immediately to DPW a written cost proposal reflecting the effect of the change. Should DPW not agree to such cost proposal, the work shall be performed according to the changes ordered in writing by DPW and the proper cost thereof shall be negotiated by the parties upon cost and pricing data submitted by CONTRACTOR; thereupon, CITY will promptly issue an adjusted change order to CONTRACTOR and the Agreement price will be adjusted upward or downward accordingly.

7. NOTICE TO PROCEED

No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to CONTRACTOR by CITY. CITY does not warrant that the work will be available on the date the Notice to Proceed is issued. In the event of a delay in commencement of the work due to unavailability of the job site, for any reason, relief to CONTRACTOR shall be limited to a time extension equal to the delay due to such unavailability.

8. BONDS

Only bonds issued by California admitted sureties will be accepted. CONTRACTOR shall, prior to its performance of this Agreement, furnish the following two (2) bonds approved by the City Attorney: One in the amount of one hundred percent (100%) of the Agreement price to guarantee the CONTRACTOR's faithful performance of the work, and one in the amount of one hundred percent of the Agreement price to guarantee payment of all claims for labor and materials furnished.

In addition, CONTRACTOR shall submit to CITY a bond in the amount of one hundred percent (100%) of the final Agreement price, including all change orders, to warrant such performance for a period of one (1) year after CITY's acceptance thereof within ten (10) days of filing of the Notice of Completion.

9. WARRANTIES

CONTRACTOR unconditionally guarantees all work done under this Agreement including, but not limited to, any workmanship, installation, fabrication, material or structural facilities constructed. CONTRACTOR, within ten (10) days after notice by CITY of any defect in the work, shall have the option to make appropriate repairs or replace the defective item or

items. Upon expiration of such ten- (10) day period, CITY may then make appropriate repair or replacement at CONTRACTOR's risk and own cost and expense.

10. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is, and shall be, acting at all times hereunder as an independent contractor and not an employee of CITY. CONTRACTOR shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONTRACTOR and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services performed hereunder.

11. LIQUIDATED DAMAGES/DELAYS

It is agreed by the parties hereto that in case the total work called for hereunder is not in all parts and requirements finished or completed within the number of calendar days as set forth herein, damage will be sustained by CITY; and that it is, and would be, impractical and extremely difficult to ascertain and determine the actual damage which CITY would sustain in the event of and by reason of such delay. It is, therefore, agreed that CONTRACTOR will pay to CITY, as liquidated damages and not as a penalty, the sum of Five Thousand Two Hundred Dollars (\$ 5,200.00) per each calendar day's delay in completing the work in excess of the number of working/calendar days set forth herein, which represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable damages CITY would sustain in the event of and by reason of such delay; and CONTRACTOR agrees to pay these damages herein provided, and further agrees that CITY may deduct the amount thereof from any monies due or that may become due to

CONTRACTOR hereunder. For projects on the National Highway System (NHS), the local formula for liquidated damages will be provided.

CONTRACTOR will be granted an extension of time and will not be assessed damages for any portion of the delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not limited to, acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, unsuitable weather, or delays of subcontractors due to such causes.

CONTRACTOR shall, within fifteen (15) days from the beginning of any such delay (unless CITY shall grant a further period of time), notify CITY in writing of the cause of the delay and CITY shall extend the time for completing the work if, in its judgment, the findings of fact thereon justify the delay; and the decision of CITY shall be conclusive on the parties hereto.

Should CONTRACTOR be delayed in the prosecution or completion of the work by the act, neglect or default of CITY, or should CONTRACTOR be delayed by waiting for materials required by this Agreement to be furnished by CITY, or by damage caused by fire or other casualty at the job site for which CONTRACTOR is not responsible, or by the combined action of the workers, in no way caused by or resulting from default or collusion on the part of CONTRACTOR, or in the event of a lockout by CITY, then the time herein fixed for the completion of the work shall be extended by the number of days CONTRACTOR has thus been delayed, but no allowance or extension shall be made unless a claim therefor is presented in writing to CITY within fifteen (15) days of the commencement of such delay.

No claims for additional compensation or damages for delays, irrespective of the cause thereof, and including without limitation the furnishing of materials by CITY or delays by

other contractors or subcontractors, will be allowed and an extension of time for completion shall be the sole remedy of CONTRACTOR.

12. DEMANDS FOR ADDITIONAL TIME OR MONEY

A. Definitions.

(1) "Change Order" means a document signed by the CONTRACTOR and CITY which authorizes an addition, deletion or revision in the work, or an adjustment in the Compensation under Section 3, or the Completion Time specified at Section 4.

(2) "Demand" means a written demand for a Change Order by the CONTRACTOR for any of the following:

(a) A time extension;

(b) Payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to this Agreement and payment of which is not expressly permitted pursuant to Section 3 of this Agreement;

(c) Payment of an amount the CITY disputes;

(d) Any disputes and other matters relating to the acceptability of the work performed or the interpretation of the Contract Documents;

(e) A request for a time extension or additional payment based upon differing site conditions, such as subsurface or latent physical conditions at the job site differing materially from those indicated in this Agreement or the Contract Documents, or unknown physical

conditions at the job site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent to work of the PROJECT; or

(f) A request for a time extension or additional payment based upon acts of neglect by CITY or due to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

B. A Demand for a time extension or payment of money or damages may only be granted by a Change Order.

C. No Change Order may be granted except where the Contractor has submitted a Demand to the DPW (or its written designee). All Demands shall be submitted promptly, but in no event later than thirty (30) days after the occurrence of the event giving rise to the Demand. The Demand shall be in writing and include all documents necessary to substantiate the Demand. The DPW shall act on the Demand within fifteen (15) days after receipt, including by requesting additional information from the CONTRACTOR to determine whether to approve the Change Order the Demand seeks. The DPW shall act on the Demand within fifteen (15) days after receipt of the additional information or within a period of time no greater than the time the CONTRACTOR took to produce the additional information requested, whichever is greater.

D. Notwithstanding the thirty (30) days to submit a Demand under Subparagraph C, in the case of differing or unknown site conditions, immediately upon encountering the conditions, CONTRACTOR shall notify the DPW in writing of the conditions, so that the DPW may promptly investigate the conditions.

E. If the CONTRACTOR disputes the DPW's written response on the Demand, or the DPW fails to respond within the time prescribed, the CONTRACTOR may so notify the DPW, in writing, either within fifteen (15) days of receipt of the DPW's response or

within fifteen (15) days of the DPW's failure to respond within the time prescribed, respectively, and request an informal conference to meet and confer for settlement of the Demand. Upon the CONTRACTOR's request, the DPW shall schedule a meet and confer conference within thirty (30) days to seek to resolve.

F. CITY and CONTRACTOR shall execute appropriate Change Orders covering changes to the time or price by executing the Change Order by mutual agreement. If the CITY and CONTRACTOR are unable to reach a mutual agreement, then the City Engineer shall issue a written decision on the claim within a reasonable time.

G. Following the meet and confer conference, if the Demand remains in dispute, the CONTRACTOR may file a claim with the CITY as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the CONTRACTOR submits his or her Demand until the Demand is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

13. VARIATIONS IN ESTIMATED QUANTITIES

The quantities listed in the bid schedule will not govern final payment. Payment to CONTRACTOR will be made only for the actual quantities of Agreement items used in construction of the PROJECT, in accordance with the plans and specifications. Upon completion of the PROJECT, if the actual quantities used are either more than or less than the quantities listed in the bid schedule, the bid price shall prevail subject to the provisions of this Section. DPW may, at its sole discretion, when warranted by the facts and circumstances, order an equitable adjustment, upwards or downwards, in payment to CONTRACTOR where the actual quantities

used in construction of the PROJECT are in variation to the quantities listed in the bid schedule. No claim by CONTRACTOR for an equitable adjustment in price or time for completion shall be allowed if asserted after final payment under this Agreement. If the quantity variation is such as to cause an increase in the time necessary for completion, DPW shall ascertain the facts and circumstances and make such adjustment for extending the completion date as in its sole judgment the findings warrant.

14. PROGRESS PAYMENTS

Each month DPW will make an estimate in writing of the work performed by CONTRACTOR and the value thereof. From each progress estimate, five percent (5%) will be deducted and retained by CITY and the remainder of the progress estimate, less the amount of all previous payments since commencement of the work, will be paid to CONTRACTOR.

When CONTRACTOR has, in the judgment of DPW, faithfully executed fifty percent (50%) or more of the value of the work as determined from the bid schedule, and if DPW finds that satisfactory progress has been and is being made, CONTRACTOR may be paid such sum as will bring the payments of each month up to one hundred percent (100%) of the value of the work completed since the commencement of the PROJECT, as determined in its sole discretion by DPW, less all previous payments and less all previous retained amounts.

CITY's final payment to CONTRACTOR, if unencumbered, or any part thereof unencumbered, shall be made thirty-five (35) days after the acceptance of the work and the filing of a Notice of Completion by CITY. Provided, however, that in the event of a dispute between CITY and CONTRACTOR, CITY may withhold from the final payment an amount not to exceed 150 percent of the value of any disputed amount of work. Payments shall be made on demands drawn in the manner required by law, each payment to be accompanied by a certificate signed by

DPW, affirming that the work for which payment is demanded has been performed in accordance with the terms of the Agreement and that the amount stated in the certificate is due under the terms of the Agreement. Partial payments on the contract price shall not be considered as an acceptance of any part of the work.

15. WITHHELD CONTRACT FUNDS, SUBSTITUTION OF SECURITIES

At the request and at the sole cost and expense of CONTRACTOR, who shall retain beneficial ownership and receive interest, if any thereon, CITY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by CITY to ensure performance under the terms of this Agreement.

16. AFFIDAVITS OF SATISFACTION OF CLAIMS

After the completion of the work contemplated by this Agreement, CONTRACTOR shall file with CITY its affidavit stating that all workers and persons employed, all firms supplying materials and all subcontractors working upon the PROJECT have been paid in full and that there are no claims outstanding against the PROJECT for either labor or material, except certain items, if any, to be set forth in CONTRACTOR's affidavit covering disputed claims, or items in connection with Notices to Withhold, which have been filed under the provisions of the statutes of the State of California.

17. WAIVER OF CLAIMS

The acceptance by CONTRACTOR of the payment of the final certificate shall constitute a waiver of all claims against CITY under or arising out of this Agreement.

18. INDEMNIFICATION, DEFENSE, HOLD HARMLESS

CONTRACTOR hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents, and volunteers from and

against any and all claims, damages, losses, expenses, judgments, demands, defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to CONTRACTOR's employees and damage to CONTRACTOR's property, arising directly or indirectly out of the obligations or operations herein undertaken by CONTRACTOR, caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY, its officers, elected or appointed officials, employees, agents, and volunteers. CONTRACTOR will conduct all defense at its sole cost and expense and CITY shall approve selection of CONTRACTOR's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

19. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY
INSURANCE

Pursuant to California Labor Code Section 1861, CONTRACTOR acknowledges awareness of Section 3700 *et seq.* of this Code, which requires every employer to be insured against liability for workers' compensation; CONTRACTOR covenants that it will comply with such provisions prior to commencing performance of the work hereunder.

CONTRACTOR shall maintain workers' compensation and employer's liability insurance in an amount of not less than the State statutory limits.

CONTRACTOR shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of the subcontractors' employees.

CONTRACTOR shall furnish to CITY a certificate of waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and CONTRACTOR shall similarly require all subcontractors to waive subrogation.

20. INSURANCE

In addition to the workers' compensation and employer's liability insurance and CONTRACTOR's covenant to defend, hold harmless and indemnify CITY, CONTRACTOR shall obtain and furnish to CITY, a policy of general public liability insurance, including motor vehicle coverage covering the PROJECT. This policy shall indemnify CONTRACTOR, its officers, employees and agents while acting within the scope of their duties, against any and all claims arising out or in connection with the PROJECT, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) for this PROJECT. This policy shall name CITY, its officers, elected or appointed officials, employees, agents, and volunteers as (the "Additionally Insured Parties") as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the PROJECT shall be deemed excess coverage and that CONTRACTOR's insurance shall be primary and non-contributory with any other valid and collectible insurance or self-insurance available to the Additionally Insured Parties. Any available insurance proceeds in excess of the minimum coverage amount specified herein shall be available to the Additionally Insured Parties. All coverage available to CONTRACTOR shall also be available to the Additionally Insured Parties. Under no circumstances shall said above-mentioned insurance contain a self-insured retention

without the express written consent of CITY; however, an insurance policy “deductible” of \$5,000.00 is permitted.

CONTRACTOR shall be responsible for causing all Subcontractors to maintain the same types and limits of insurance coverage as that required of CONTRACTOR by this Agreement.

21. CERTIFICATES OF INSURANCE; ADDITIONAL INSURED
ENDORSEMENTS

Prior to commencing performance of the work hereunder, CONTRACTOR shall furnish to CITY certificates of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverages as required by this Agreement; the certificates shall:

1. provide the name and policy number of each carrier and policy;
2. state that the policy is currently in force; and
3. promise to provide that such policies will not be canceled or modified without thirty (30) days’ prior written notice of CITY.

CONTRACTOR shall maintain the foregoing insurance coverages in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverages shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under the Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of all the policies of insurance. CONTRACTOR shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required.

CONTRACTOR shall provide a separate copy of the additional insured endorsement to each of CONTRACTOR's insurance policies, naming CITY, its officers, elected

and appointed officials, employees, agents and volunteers as Additional Insureds, to the City Attorney for approval prior to any payment hereunder.

22. DISADVANTAGED BUSINESS ENTERPRISES.

CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONTRACTOR shall carry out applicable requirements of Part 26 of Title 49 of the Code of Federal Regulations in the award and administration of this Agreement, which has received funding assistance from the United States Department of Transportation. Failure by CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the CITY deems appropriate.

23. CALIFORNIA PREVAILING WAGE LAW.

A. The CITY has ascertained from the Director of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Agreement, and the same has been set forth by resolution on file in the office of the City Clerk of CITY. CONTRACTOR and any subcontractor under it shall pay not less than said prevailing wage rates to all workers employed on this public works Agreement, as required by California Labor Code Sections 1771 and 1774. In accordance with the provisions of Section 3700 of the California Labor Code, CONTRACTOR agrees to secure payment of compensation to every employee.

B. Pursuant to this Agreement and in accordance with Section 1774 and 1775 of the California Labor Code, CONTRACTOR shall, as penalty to CITY, forfeit twenty-five dollars (\$25) for each calendar day or portion thereof for each worker paid (either by

CONTRACTOR or any of its subcontractors) less than the prevailing wage rate established for that particular craft or type of work.

24. CALIFORNIA EIGHT-HOUR LAW

A. California Labor Code, Sections 1810 *et seq.*, shall apply to the performance of this Agreement; thereunder, not more than eight (8) hours shall constitute one day's work and CONTRACTOR and each subcontractor employed by its hereunder, shall not require more than eight (8) hours of labor per day or forty (40) hours per week from any one person employed by it hereunder, except as stipulated in California Labor Code Section 1815. CONTRACTOR and each subcontractor employed by it hereunder shall, in accordance with California Labor Code Section 1812, keep an accurate record, open to inspection at all reasonable hours, showing the name and actual hours worked each calendar day and each calendar week by each worker employed in connection with the PROJECT.

B. Pursuant to this Agreement and in accordance with California Labor Code Section 1813, CONTRACTOR shall, as a penalty to CITY, forfeit twenty-five dollars (\$25) for each worker employed hereunder by CONTRACTOR or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day or forty (40) hours in any one (1) calendar week in violation of California Labor Code Section 1815.

25. PAYMENT OF TRAVEL AND SUBSISTENCE ALLOWANCE

Section 1773.8 of the California Labor Code, regarding the payment of travel and subsistence allowance is applicable to this PROJECT.

26. EMPLOYMENT OF APPRENTICES

Section 1777.5 of the California Labor Code, regarding the employment of apprentices is applicable to this PROJECT.

27. PAYROLL RECORDS

CONTRACTOR agrees to keep accurate payroll record 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 or worker employed by it in connection with the PROJECT and agrees to require each of its subcontractors to do the same. CONTRACTOR further agrees that its payroll records and those of its subcontractors, if any, shall be available at all reasonable times to the CITY, and the employee or his representative, and the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards, and to comply with all of the provisions of California Labor Code Section 1776, in general.

28. FEDERAL PARTICIPATION

Because the United States of America is providing funding for the PROJECT, CONTRACTOR shall comply with the following Federal Statutes and Regulations:

A. Attached at **Exhibit "B"** is FHWA Form 1273, which describes required Federal contract provisions which CONTRACTOR shall perform. Additionally, CONTRACTOR shall incorporate Form 1273 into each of CONTRACTOR's subcontracts for the PROJECT, and further require each subcontractor to incorporate Form 1273 in any lower tier subcontract or purchase order.

B. Pursuant to the Federal Cargo Preference Act (46 CFR Part 381), the CONTRACTOR agrees:

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Agreement, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (B) (1) of this Section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

CONTRACTOR shall incorporate Section 28(B) of this Agreement into each subcontract, and further require each subcontractor to incorporate Section 27(B) of this Agreement in in any lower tier subcontract or purchase order.

C. Pursuant to the Buy America Act, CONTRACTOR agrees:

(1) Furnish steel and iron materials to be incorporated in the PROJECT that was melted and manufactured in the United States except:

- a. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials
- b. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the United States may be used if authorized

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

(3) To incorporate Section 28(C) of this Agreement into each subcontract and further require each subcontractor to incorporate Section 28(C) into any lower tier subcontract or purchase order.

D. Pursuant to Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 (38 USC Section 219 *et seq.*), CONTRACTOR agrees:

(1) To prohibit job discrimination and require affirmative action to comply and advance in employment to (1) qualified Vietnam veterans during the first four (4) years after their discharge, and (2) qualified disabled veterans throughout their working life if they have a thirty percent (30%) or more disability.

(2) To incorporate Section 28(D) of this Agreement into each subcontract and further require each subcontractor to incorporate Section 28(C) into any lower tier subcontract or purchase order.

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

A. CONTRACTOR stipulates that all facilities to be utilized in the performance of this Agreement were not listed, on the date of Agreement award, on the United States Environmental Protection Agency (EPA) List of Violating Facilities, pursuant to 40 CFR 15.20.

B. The CONTRACTOR agrees to comply with all of the requirements of Section 306 of the Clean Air Act and section 508 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

C. The CONTRACTOR shall promptly notify the CITY of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized pursuant to this Agreement is under consideration to be listed on the EPA List of Violating Facilities.

D. The CONTRACTOR agrees to include or cause to be included the requirements of paragraph (a) through (d) of this section in every nonexempt subcontract, and further agrees to take such action as the Government may direct as a means of enforcing such requirements.

30. NOTICE OF THIRD-PARTY CLAIM

Pursuant to Public Contracts Code §9202, CITY shall provide notice to CONTRACTOR of receipt of any claim filed with CITY or a court of competent jurisdiction which arises out of performance of this agreement within ten (10) days of receipt of such claim or claims.

31. DEFAULT AND TERMINATION

If CONTRACTOR fails or refuses to prosecute the work hereunder with diligence, or fails to complete the work within the time specified, or is adjudged bankrupt or makes an assignment for the benefit of creditors or becomes insolvent, or violates any provision of this Agreement or the Contract Documents, CITY may give CONTRACTOR notice in writing of its intention to terminate this Agreement. Unless the violation is cured within ten (10) days after such Notice of Intention has been served on CONTRACTOR, CITY may, without prejudice to any other remedy it may have, terminate this Agreement upon the expiration of that time. Upon such

default by CONTRACTOR, CITY may elect not to terminate this Agreement; in such event CITY may make good the deficiency in which the default consists and deduct the resulting costs from the progress payments then or to become due to CONTRACTOR.

If it is subsequently determined by a court of competent jurisdiction that CITY's termination of this Agreement under this Section was wrongful, such termination shall be converted to a termination for convenience under Section 32 and any damages shall be assessed as set forth in Section 32.

32. TERMINATION FOR CONVENIENCE

CITY may terminate this Agreement for convenience at any time with or without cause, and whether or not PROJECT is fully complete upon seven (7) calendar days written notice to CONTRACTOR. In the event of termination, under this Section CITY shall pay CONTRACTOR for value of work in place on the PROJECT through the termination period less all such payments already made. In case of such termination for convenience, the CONTRACTOR shall be entitled to receive payment for work executed, and costs incurred by reason of such termination. In no event shall CONTRACTOR be entitled to recover overhead, profit or CONTRACTOR's fee on work not performed. Such payment by CITY shall be CONTRACTOR's sole and exclusive remedy for termination by CITY for its convenience and CITY shall have no further obligation to CONTRACTOR.

33. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONTRACTOR agrees that upon completion of the work to be performed hereunder, or upon expiration or earlier termination of this Agreement, all original plans, specifications, drawings, reports, calculations, maps and other documents pertaining to this Agreement shall be delivered to CITY and become its sole property at no further cost.

34. NONASSIGNABILITY

CONTRACTOR shall not sell, assign, transfer, convey or encumber this Agreement, or any part hereof, or any right or duty created herein, without the prior written consent of CITY and the surety.

35. CITY EMPLOYEES AND OFFICIALS

CONTRACTOR shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the California Government Code.

36. STOP NOTICES; RECOVERY OF ADMINISTRATIVE COSTS

CITY shall be entitled to all reasonable administrative costs and necessary disbursements arising out of the processing of Stop Notices, Notices to Withhold, or any similar legal document. This obligation shall be provided for in the labor and materials payment bond required of CONTRACTOR. CITY may charge an administrative fee of One Hundred Dollars (\$100) for every Stop Notice filed in excess of two (2), regardless of whether or not CITY is named in an action to enforce such stop notices. CITY may set off any unreimbursed cost or expense so incurred against any sum or sums owed by CITY to CONTRACTOR under this Agreement.

37. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONTRACTOR's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below; provided that CITY and CONTRACTOR, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

TO CITY:

City of Huntington Beach
ATTN: Eduardo Okamoto-Cerda
2000 Main Street
Huntington Beach, CA 92648

TO CONTRACTOR:

BEADOR CONSTRUCTION COMPANY, INC.
Attn: David Beador
2900 Bristol Street, Suite D204
Costa Mesa, CA 92626

38. SECTION HEADINGS

The titles, captions, section, paragraph, and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

39. IMMIGRATION

CONTRACTOR shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the Immigration Reform and Control Act of 1978 (8 USC Section 1324a) regarding employment verification.

40. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONTRACTOR and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONTRACTOR understands that pursuant to Huntington Beach City Charter Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONTRACTOR.

41. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees and the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

42. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

43. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

44. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

45. CONSENT

Where CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be consent/approval to any subsequent occurrence of the same or any other transaction or event.

46. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

CONTRACTOR agrees to comply with all requirements and utilize fair employment practices in accordance with California Government Code Sections 12900 *et seq.*

47. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

48. ENTIRETY

The foregoing, and Exhibits "A" and "B" attached hereto, set forth the entire Agreement between the parties. No waiver or modification of this Agreement shall be valid unless in writing duly executed by both parties.


The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiations, and that each has had the

opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on _____, 20__.

CONTRACTOR

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of California

By:  _____
David Beadon
print name


Mayor


ITS: (circle one) Chairman/President/Vice President

City Clerk

AND

INITIATED AND APPROVED:

By:  _____
David Beadon
print name



Director of Public Works

ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:



City Attorney

EXHIBIT A
(Contractor's Proposal)

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

for the construction of

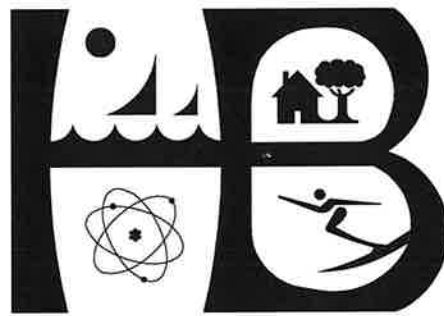
**HUMBOLDT DRIVE BRIDGE REHABILITATION
(OVER SHORT CHANNEL)**

FEDERAL AID PROJECT BRLO-5181(175)

CC No. 1451

in the

CITY OF HUNTINGTON BEACH



**2000 MAIN STREET
HUNTINGTON BEACH, CALIFORNIA 92648
(714) 536-5431**

**BIDS ELECTRONICALLY DUE:
JANUARY 22, 2026
NO LATER THAN 10:00 A.M.**

**Chau L. Vu, DIRECTOR
DEPARTMENT OF PUBLIC WORKS**

SECTION C

PROPOSAL

for the construction of

HUMBOLDT DRIVE BRIDGE REHABILITATION (OVER SHORT CHANNEL)

FEDERAL AID PROJECT BRLO-5181(175)

CC No. 1451

in the

CITY OF HUNTINGTON BEACH

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF HUNTINGTON BEACH:

In compliance with the Notice Inviting Electronic Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Huntington Beach. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Huntington Beach, and to enter into a contract at the following prices. The undersigned agrees to complete the work within 200 working days, starting from the date of the Notice to Proceed.


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

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

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

Accompanying this proposal of bid, find _____ Bidder's Bond _____ in the amount of \$ Ten Percent (10%) of the Total Amount of Bid which said amount is not less than 10% of the Total Amount Bid, as required by the Notice Inviting Electronic Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond for ___% ", as the case may be). Any standard Surety Bid Bond form is acceptable.

BIDDER shall signify receipt of all Addenda here and submit the signed addendum, if any:

<i>Addendum No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
1	01/12/2026	David Beador, President 

**HUMBOLDT DRIVE BRIDGE REHABILITATION, CC1451
PROJECT BID SCHEDULE**

Bid No.	Description	Contract Quantity	Unit	Unit Price	Extended Amount
1	MOBILIZATION	1	LS	\$ 240,000	\$ 240,000
2	LEAD COMPLIANCE PLAN	1	LS	\$ 30,000	\$ 30,000
3	ASBESTOS COMPLIANCE PLAN	1	LS	\$ 75,000	\$ 75,000
4	ASBESTOS REMOVAL	1	LS	\$ 200,000	\$ 200,000
5	PREPARE STORM WATER POLLUTION PREVENTION PLAN	1	LS	\$ 5,000	\$ 5,000
6	WATER POLLUTION CONTROL	1	LS	\$ 100,000	\$ 100,000
7	TEMPORARY TRAFFIC CONTROL SYSTEM	1	LS	\$ 200,000	\$ 200,000
8	CLEARING AND GRUBBING	1	LS	\$ 50,000	\$ 50,000
9	REMOVE CURB AND GUTTER	210	LF	\$ 85.00	\$ 17,850
10	REMOVE PCC SIDEWALK	830	SF	\$ 20	\$ 16,600
11	REMOVE AC SIDEWALK	240	SF	\$ 40	\$ 9,600
12	UNCLASSIFIED EXCAVATION	100	CY	\$ 300	\$ 30,000
13	CONSTRUCT 6" CURB AND GUTTER	160	LF	\$ 225	\$ 36,000
14	CONSTRUCT 9" CURB TO 6" CURB AND GUTTER TRANSITION	30	LF	\$ 175	\$ 5,250
15	CONSTRUCT 9" CURB TO 9" CURB AND GUTTER TRANSITION	10	LF	\$ 365	\$ 3,650
16	CONSTRUCT 9" CURB AND GUTTER TO 6" CURB AND GUTTER TRANSITION	10	LF	\$ 365	\$ 3,650
17	CONSTRUCT 4" PCC SIDEWALK	1,200	SF	\$ 28	\$ 33,600
18	FURNISH AND PLACE ASPHALT CONCRETE	90	TON	\$ 400	\$ 36,000
19	FURNISH AND PLACE AGGREGATE BASE	135	TON	\$ 215	\$ 29,025
20	ADJUST SEWER MANHOLE TO GRADE	1	EA	\$ 16,000	\$ 16,000
21	ADJUST SEWER CLEANOUT TO GRADE	1	EA	\$ 3,700	\$ 3,700
22	ADJUST UTILITY BOX TO GRADE	1	EA	\$ 9,000	\$ 9,000
23	ADJUST WATER METER TO GRADE	1	EA	\$ 4,000	\$ 4,000
24	RELOCATE EXISTING WATER METER	1	EA	\$ 25,000	\$ 25,000
25	PAINT 6" DOUBLE YELLOW STRIPE	257	LF	\$ 8	\$ 2,056
26	SIGNING AND STRIPING	1	LS	\$ 16,000	\$ 16,000
27	TEMPORARY WALKWAY	1	LS	\$ 200,000	\$ 200,000
28	RELOCATE ROADSIDE SIGN (WOOD POST)	1	LS	\$ 5,000	\$ 5,000
29	MARINE SAFETY ZONE BARRIERS AND WARNING DEVICES	1	LS	\$ 30,000	\$ 30,000
30	BRIDGE REMOVAL	1	LS	\$ 467,869	\$ 467,869
31	STRUCTURE EXCAVATION (BRIDGE)	36	CY	\$ 835	\$ 30,060
32	STRUCTURE BACKFILL (BRIDGE)	24	CY	\$ 650	\$ 15,600
33	STRUCTURAL CONCRETE, BRIDGE	2	CY	\$ 20,000	\$ 40,000
34	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	154	CY	\$ 4,100	\$ 631,400
35	STRUCTURAL CONCRETE, APPROACH SLAB	76	CY	\$ 2,065	\$ 156,940
36	ARCHITECTURAL TREATMENT (STONE FACING)	477	SF	\$ 65	\$ 31,055
37	DRILL AND BOND DOWEL	216	LF	\$ 42	\$ 9,072
38	JOINT SEAL (MR 1")	160	LF	\$ 165	\$ 26,400
39	BAR REINFORCING STEEL (EPOXY COATED) (BRIDGE)	81,750	LB	\$ 2.70	\$ 220,725
40	CLEAN AND PAINT STRUCTURAL STEEL	1	LS	\$ 45,000	\$ 45,000
41	INJECT CRACK (EPOXY)	30	LF	\$ 900	\$ 27,000
42	REMOVE UNSOUND CONCRETE	41	CF	\$ 640	\$ 26,240
43	REPLACE BEARING ASSEMBLY	30	EA	\$ 15,000	\$ 450,000
44	FURNISH STRUCTURAL STEEL (BRIDGE)	89,981	LB	\$ 6	\$ 539,886
45	ERECT STRUCTURAL STEEL (BRIDGE)	89,981	LB	\$ 2	\$ 179,962

**HUMBOLDT DRIVE BRIDGE REHABILITATION, CC1451
PROJECT BID SCHEDULE**

Bid No.	Description	Contract Quantity	Unit	Unit Price	Extended Amount
46	MISCELLANEOUS METAL (BRIDGE)	1,652	LB	\$ 45	\$ 74,340
47	TUBULAR HANDRAILING	306	LF	\$ 255	\$ 78,030
48	CONCRETE BARRIER (TYPE 732SW MOD)	306	LF	\$ 615	\$ 188,190
49	WATERLINE REPLACEMENT	1	LS	\$ 300,000	\$ 300,000
50	TEMPORARY WATER HIGHLINE	1	LS	\$ 30,000	\$ 30,000
Total Amount Bid in Figures:				\$ 4,999,700.00	

LIST OF SUBCONTRACTORS

In accordance with Government Code Section 4104, the Bidder shall set forth the name and business address of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work to be done by such subcontractor.

<i>Bid Item(s)</i>	<i>Name and Address of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR PWC Registration Number</i>	<i>Dollar Amount</i>	<i>% of Contract</i>
1-partial 25, 26	PCI 975 W. 1st st, Azusa, CA 91702	415490	C32, C61/D42	1000813536	\$17,730	0.35%
35,39,48	Integrity rebar placers 1345 Nandina Ave, Perris, CA 92571	533729	C50	1000005302	\$275,919.29	5.52%
4	All Clear Environmental, Inc. - 11333 Moorpark St, Ste #382, Studio City	824771	B C22	1000047846	\$6,500	3.25%

By submission of this proposal, the Bidder certifies:

1. That he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into and bonds furnished by subcontractor for this project.

**NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

State of California

ss.

County of Orange

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 01/22/2026, at Costa Mesa, CA, 01/22/2026

Date


City

State

David Beador, being first duly sworn, deposes and says that he or she is President of Beador Construction Company, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on the 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, or 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 fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

David Beador, President

Name of Bidder

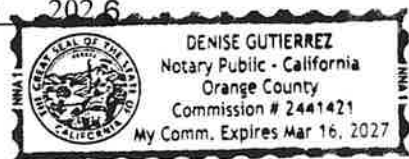

Signature of Bidder

2900 Bristol Street, Suite D204
Costa Mesa, CA 92626

Address of Bidder

Subscribed and sworn to before me this 22nd day of January, 2026

NOTARY PUBLIC Denise Gutierrez



NOTARY SEAL

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

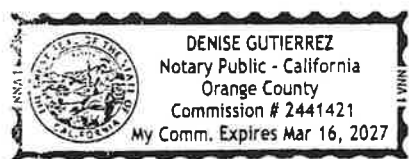
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On January 22, 2025 before me, Denise Gutierrez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared David Beador
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Denise Gutierrez
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: HUMBOLT DR BRIDGE REHAB

Document Date: 1/22/20 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- | | |
|--|--|
| Signer's Name: <u>David Beador</u> | Signer's Name: _____ |
| <input checked="" type="checkbox"/> Corporate Officer – Title(s): <u>President</u> | <input type="checkbox"/> Corporate Officer – Title(s): _____ |
| <input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact |
| <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

Signer is Representing: Beador Construction Company, Inc.

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF HUNTINGTON BEACH, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **HUMBOLDT DR. BRIDGE REHABILITATION, CC-1451**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

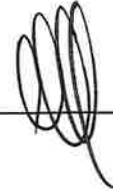
The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

Beador Construction Company, Inc.

Contractor

David Beador

By



President

Title

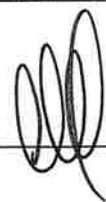
Date: 01/22/2026

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Beador Construction Company, Inc.
Contractor

David Beador
By 

President
Title

Date: 01/22/2026

NOTARY CERTIFICATE

Subscribed and sworn to before me this 22nd day of January, 2026.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

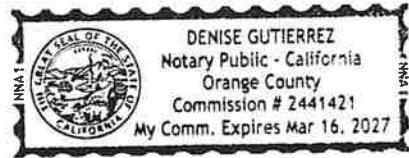
On January 22, 2026 before me, Denise Gutierrez
Month, Day, and Year Insert Name and Title of Notary

personally appeared David Beador
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Denise Gutierrez
Signature of Notary Public (PLACE NOTARY SEAL ABOVE)

BIDDER'S PROJECT HISTORY AND PUBLIC AGENCY REFERENCES

The bidder shall provide information to demonstrate his/her past work experience on projects of similar (or greater) size and scope of the **HUMBOLDT DR. BRIDGE REHABILITATION, CC-1451**. Bidders may submit additional sheets, using the format shown, to further demonstrate his/her history of similar work experience.

Listed below are the names, address and telephone numbers for three public agencies for which the bidder has performed similar work within the past five years:

1. City of Compton - 205 S. Willowbrook Ave. Compton, CA 90220
 Name and Address of Public Agency

Name and Phone # of Agency's Project Manager: John Strickland (310) 605-5505

<u>Artesia Blvd Bridge</u>	<u>\$ 6,046,837.73</u>	<u>12/24/2024</u>
Project Name	Contract Amount	Date Completed

Detailed description of bidder's scope of work to demonstrate similar work experience:
Artesia Blvd over Alameda Street and ACTA / UPRR Bridge Repair - construction of Cold mill, ARHM pavement, Cross Gutter, Alley Intersection, Driveway Approach, Curb Ramps, signing, striping

2. Caltrans - 1727 30th St., Sacramento, CA 95816
 Name and Address of Public Agency

Name and Phone # of Agency's Project Manager: Sam Toutounchian (310) 345-6201

<u>07-322404 Route 134</u>	<u>\$ 6,143,700.00</u>	<u>04/26/2024</u>
Project Name	Contract Amount	Date Completed

Detailed description of bidder's scope of work to demonstrate similar work experience:
Remove bridge railing & place concrete barrier

3. Caltrans - 1727 30th St., Sacramento, CA 95816
 Name and Address of Public Agency

Name and Phone # of Agency's Project Manager: Adrian Wu (949) 279-8488

<u>12-0Q39A4 Route 73/55</u>	<u>\$ 6,046,700.00</u>	<u>07/18/2024</u>
Project Name	Contract Amount	Date Completed

Detailed description of bidder's scope of work to demonstrate similar work experience:
Reconstruct reinforced structural concrete bridge and barrier.

BIDDER'S CRITICAL STAFF

The bidder shall provide information to demonstrate that both the Construction Project Manager (office staff) and Construction Superintendent (field staff) proposed for **HUMBOLDT DR. BRIDGE REHABILITATION, CC-1451** have had similar work experience on at least 3 different projects within the past five years. The proposed critical staff members need not have been employed by the bidder at the time the referenced projects were completed.

1. David Beador

Name of proposed Construction Project Manager

Phone # of proposed Construction Project Manager: 951-674-7352

City of Temecula PW19-04 Santa Gertrudis Creek PhII	Construction of trail, AC paving retaining wall	05/29/2025
Project Name & Contract Amount	Type of Work	Date Completed
Caltrans 07-353904 Route 405/107 Separation	Seismic retrofit of bridge, composite column casing and core concrete.	11/19/2024
Project Name & Contract Amount	Type of Work	Date Completed
Caltraans 12-0Q3204 Route 22 Orange	Concrete Barrier	09/06/2023
Project Name & Contract Amount	Type of Work	Date Completed

2. Adam Prieto

Name of proposed Construction Superintendent

Phone # of proposed Construction Project Manager: 951-674-7352

Caltrans 07-336004 Route 118 Ventura County	Construct stormwater treatment devices	08/12/2024
Project Name & Contract Amount	Type of Work	Date Completed
City of Temecula I-15 Congestion Relief	Freeway widening	11/21//2024
Project Name & Contract Amount	Type of Work	Date Completed
County of Santa Barbara Gibraltar Rd. 2023 Storm damage repairs	Storm damage repairs	08/04/2023
Project Name & Contract Amount	Type of Work	Date Completed

CONTRACTOR REGISTRATION WITH CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) CERTIFICATE

Pursuant to SB 854 (citing Labor Code Section 1771.1(a)), passed by the California State Senate on June 20, 2014, established a new public works Contractor Registration Program, which requires all contractors and subcontractors bidding and performing work on Public Works Projects to register on an annual basis (each July 1 through June 30 state fiscal year) with the California Department of Industrial Relations (DIR). Currently the annual non-refundable registration fee for Contractors is \$400. Each contractor to whom a public works contract has been awarded shall sign the following certificate.

DIR FACT SHEET on SB 854

<https://www.dir.ca.gov/public-works/PublicWorksSB854.html>

DIR's Contractor Registration Link – Call (844) 522-6734

<https://www.dir.ca.gov/public-works/contractor-registration.html>

DIR's Contractor Registration searchable database:

<https://cadir.secure.force.com/ContractorSearch>

I am aware and will comply with the provisions of Labor Code Section 1771.1(a) which states:

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

I furthermore will comply by providing proof of registration with DIR as the primary contractor, as well as for ALL subcontractors at the time of submitting the bid.

Beador Construction Company, Inc.

Contractor

David Beador

By

dabeador@beador.com

Email

President

Title

Date: 01/22/2026

PWC Registration #: 1000009909

CA



[Public Works Support](#)

[Log in](#)

[eCPR Search](#)

[Knowledge](#)

[Contractor Registration Search](#)

[Project Registration Search](#)

[Register](#)

[Home](#) > [Customer Account Lookup](#) >

1000009909 - BEADOR CONSTRUCTION COMPANY, INC.

1000009909 - BEADOR CONSTRUCTION COMPANY, INC.

Customer Account Lookup

PWCR

1000009909

Contractor Status

DIR Approved

CSLB

720483

Business Phone

9516747352

Ext

Registration Start Date

2024-07-01

Legal Entity Name

BEADOR CONSTRUCTION COMPANY, INC.

Doing Business As (DBA)

Beador Construction Company Inc

Business Structure

Corporation - S corp

President

David Beador

Email

Lisa.perry@beador.com

Registration End Date

2027-06-30

Crafts

Operating Engineer Laborer and Related Classifications Carpenter and Related Trades

OPERATING ENGINEER (BUILDING CONSTRUCTION)

Laborer and Related Classifications (Building Construction) Cement Mason

Address

Mailing Address

2900 Bristol Street, Suite D204

Mailing Address - City

Costa Mesa

Mailing Address - State

CA

Mailing Address - Zip

92626

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates 

Maintenance Schedule

Due to the scheduled infrastructure maintenance on 1/25/2026 from 9:00 pm to 10:00 pm PST, the performance on this site may be impacted during this time. We apologize for any inconvenience.



Knowledge

Log in

Public Works ▼

Register

[Home](#) > [Customer Account Lookup](#) > 1000813536 - PCI

1000813536 - PCI

Customer Account Lookup

PWCR

Contractor Status

CSLB

Business Phone

Ext

Registration Start Date

Legal Entity Name

Doing Business As (DBA)

Business Structure

President

Email

Registration End Date

Crafts

-
-
-
-

Address

Mailing Address

Mailing Address - City

Mailing Address - State

Mailing Address - Zip

Mailing Address - Country

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

[Registration Dates](#) (3)

[Terms & Conditions](#)

[Privacy Policy](#)

[Disclaimer](#)

Registration Date

• Contractor

1000005302 - INTEGRITY REBAR PLACERS

• Registration Start Date

2025-07-01

Transaction

TRANSACTION0030734

Registration Status

Active

• Registration End Date

2026-06-30

Renewal

Activity

Activity

No readable comment field

Updates are coming in April to the DIR Services Portal!

Soon, Contractors and Awarding Bodies will have a NEW link to access PW Services. Public Works users need to update bookmarks when the new PUBLIC WORKS PORTAL is released.

CA



[Knowledge](#)

[Log in](#)

[Public Works](#) ▼

[Register](#)

[Home](#) > [Customer Account Lookup](#) > 1000047846 - ALL CLEAR ENVIRONMENTAL, INC.

1000047846 - ALL CLEAR ENVIRONMENTAL, INC.

Customer Account Lookup

PWCR

1000047846

Contractor Status

DIR Approved

CSLB

824771

Business Phone

8187622030

Ext

Registration Start Date

Legal Entity Name

Doing Business As (DBA)

Business Structure

President

Email

Registration End Date

Crafts

Asbestos and Lead Abatement (Laborer)

Address

Mailing Address

Mailing Address - City

Mailing Address - State

California

Mailing Address - Zip

91602

Mailing Address - Country

United States

Physical Address

5353 DENNY AVE #B

Physical Address - City

NORTH HOLLYWOOD

Physical Address - State

California

Physical Address - Zip

91601

Physical Address - Country

United States of America

Related Lists

[Registration Dates](#) (2)

[Terms & Conditions](#)

[Privacy Policy](#)

[Disclaimer](#)

[Nondiscrimination Notice](#)

[Accessibility](#)

Copyright 2024 State of California

CONTRACTOR PRE-QUALIFICATION QUESTIONNAIRE

1. How many times in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner? 1 2 3 4 5+

(Explain on a separate sheet. Identify all such projects by owner, owner's address, date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.)

2. How many times in the last five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration? 1 2 3 4 5+

(Explain on a separate sheet. Identify the claim(s) by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim [e.g. "pending" or if resolved, a brief description of the resolution].)

3. How many times in the last five years has CalOSHA cited and assessed penalties against your firm for any "serious," "willful" or violation(s) or the federal Occupational Safety and Health Administration cited and assessed penalties against your firm for violation(s) of safety or health regulations? 1 2 3 4 5+

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

4. How many times during the last five years, has your firm been required to pay back wages and/or penalties related to state or federal prevailing wage laws for work performed by your firm? 1 2 3 4 5+

(Explain on a separate sheet. Identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim [e.g. "pending" or, if resolved, a brief description of the resolution].)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

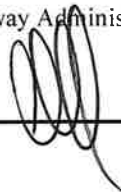
The bidder Beador Construction Company, Inc., proposed subcontractor _____, hereby certifies that he has X, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he 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.

David Beador, President




EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder William Jacob, proposed subcontractor PCI, hereby certifies that he has X, 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.)

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By: 
William Jacob - President
PCI

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor
Integrity Rebar Placers _____, 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.



Dolly Adams / Project Coordinator

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder All clear, 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
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Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing
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Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to
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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.


Larry ENOS

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

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

David Beador, President 

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes No X

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

PUBLIC CONTRACT CODE 10232 STATEMENT

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

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

David Beador, President



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

To the CITY / COUNTY of City of Huntington Beach
DEPARTMENT OF PUBLIC WORKS.

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

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

 David Beader (President)

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Beador Construction Company, Inc.
2900 Bristol Street
Costa Mesa, CA 92626

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800
Kansas City, Missouri 64105-2478

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

BOND AMOUNT: Ten Percent of Total Amount Bid (10%)

PROJECT:

(Name, location or address, and Project number, if any)

HUMBOLDT DRIVE BRIDGE REHABILITATION (OVER SHORT CHANNEL) Project Number, if any: **BRLO-5181(175)**
CC No. 1451

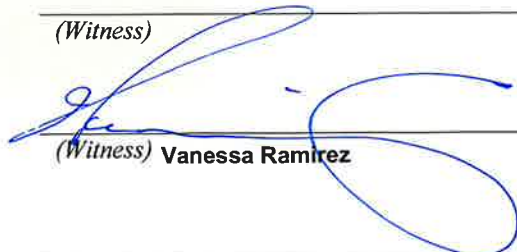
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **13th** day of **January, 2026**.

(Witness)


(Witness) **Vanessa Ramirez**

Beador Construction Company, Inc.

(Principal)


(Title) **David Beador, President**

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)


(Title) **Melissa Lopez, Attorney-in-Fact**



Init.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

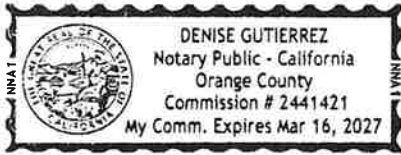
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On January 17, 2020 before me, Denise Gutierrez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared David Beador
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Denise Gutierrez
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Humbert Drive Bridge Rehab

Document Date: 1/17/2020 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: David Beador

Corporate Officer – Title(s): President

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Beador Construction Company, Inc.

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

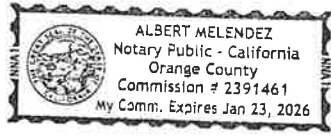
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On JAN 13 2026, before me, Albert Melendez, Notary Public,
personally appeared Melissa Lopez

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

ERIK JOHANSSON, JENNIFER ANAYA, MELISSA LOPEZ, CHRISTINA ROGERS, ALBERT MELENDEZ, JOAQUIN PEREZ,

JONATHAN BATIN, VANESSA RAMIREZ, ZYANYA HERNANDEZ and JESSICA T. GARCIA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By [Signature] Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of June, 2025.

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 11th day of June, 2025, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of January, 2026.

[Signature]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 2, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

David Beador, President



**NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

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


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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p style="text-align: right;">For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p style="text-align: center;">Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="text-align: center;">Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p style="text-align: right;">CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>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:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>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.</p>		
		<p>Signature: </p> <p>Print Name: <u>David Beador</u></p> <p>Title: <u>President</u></p> <p>Telephone No.: <u>951-674-7352</u> Date: <u>01/22/2026</u></p>
<p>Authorized for Local Reproduction Standard Form - LLL</p>		

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. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

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

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

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

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME <u>PCI</u> City, State <u>Arroyo, CA</u>	1-partic 1 25, 24 striping it's	\$17,730	1-0.40% 25-100% 26-100%	415490 1000813534	N	N/A	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years <u>45</u>
NAME <u>Integrity Repair</u> City, State <u>Revere, CA</u>	Repair items 35-partic 1 39-100% 48-partic 1	\$275,919.24	35-17.40% 39-100% 48-28.90%	533729 1000005302	N	N/A	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years <u>38</u>
NAME <u>All clear</u> City, State <u>MOJO, part, CA</u>	4 Abatement	\$6,500-	4- 31.25%	824771 1000047844	N	N/A	<input checked="" type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years <u>23</u>
NAME							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
NAME							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
NAME							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
NAME							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
NAME							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
NAME							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
NAME							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

FEDERAL PROJECT NUMBER: _____

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME CTI City, State Riverside, CA	25, 24	992,907	N/A	991122 100001750	Y	43242	< \$1 million X < \$5 million < \$10 million < \$15 million Age of Firm in years 12
NAME W.C. Maloney City, State Stockton, CA	2, 3, 30, 4	575,316.49	N/A	718243 100000002	N	N/A	< \$1 million X < \$5 million < \$10 million < \$15 million Age of Firm in years 30
NAME Unyx Paving City, State Yuba Linda, CA	7, 12, 18, 19 20, 21	505,000	N/A	630360 100004796	N	N/A	< \$1 million X < \$5 million < \$10 million < \$15 million Age of Firm in years 25
NAME Rouch Rebar City, State Downey, CA	13-14 35, 39, 48	6284,588	N/A	954751 1000005520	Y	39473	< \$1 million X < \$5 million < \$10 million < \$15 million Age of Firm in years 24
NAME City, State							< \$1 million < \$5 million < \$10 million < \$15 million Age of Firm in years
NAME City, State							< \$1 million < \$5 million < \$10 million < \$15 million Age of Firm in years
NAME City, State							< \$1 million < \$5 million < \$10 million < \$15 million Age of Firm in years
NAME City, State							< \$1 million < \$5 million < \$10 million < \$15 million Age of Firm in years
NAME City, State							< \$1 million < \$5 million < \$10 million < \$15 million Age of Firm in years

Beador Construction Company, Inc.

** = Projects with DBC Goals

MAJOR CONSTRUCTION PROJECTS / COMPLETED

PROJECT NAME & Description	OWNER, Address & Wds	PHONE NUMBER CONTACT PERSON	Email	PROJECT MGR PHONE NUMBER	PROJECT SUPT PHONE NUMBER	CONTRACT AMOUNT	Original Completion Date	DATE COMPLETION	Job Type	Contract Amount
Forestar Chatsworth, LLC	Forestar Chatsworth, LLC 4590 MacArthur Blvd Suite 600, Newport Beach, 92660	Brian Woods 949-748-6719 x204		David Beador 951-674-7352	Ramiro Acevedo 714-393-9855	\$7,550,300.00	Completed Apr 2019	Start Sept 2016	Drainage Job	Stamped Concrete
Poema Bridge	Calltrans-Emergency job 07-1XG904 - damaged concrete barrier& sign structure	Kris Venkataraman 714-376-2022		David Beador 951-674-7352	Bodean Matheson 619-889-0515	\$345,000.00	Completed 11/29/20	Start 11/07/18	Bridge Work	Emergency Job
07-1X1504-Emergency Calltrans	Calltrans-Emergency job 07-1X1504 - damaged bridge	Pravin Palei 213-798-6053		David Beador 951-674-7352	Larry Coleman 760-908-5129	\$420,000.00	Completed 09/23/19	Start 4/19/19	Emergency Job	Emergency Job
07-1X1604-Emergency Calltrans	Calltrans-Emergency job 07-1X1604	Thang 951-674-7352		David Beador 951-674-7352	Omar Lara 714-552-5818	\$386,279.20	Completed 04/16/20	Start 10/24/19	Emergency Job	Emergency Job
07-092404 - 31 W@ La Palma	Calltrans-Emergency job 12-092404	Kifah 951-674-7352		David Beador 951-674-7352	Larry Coleman 619-889-0515	\$287,915.42	Completed 12/21/19	Start 2/25/20	Emergency Job	Emergency Job
Pearl Street - Emergency Job	County of Riverside 2800 Washington St., Riverside 92504	Matthew Oxtord 909-619-4045		David Beador 951-674-7352	Adam Prieto 714-552-5818	\$137,000.00	Completed 3/5/20	Start 11/25/19	Drainage Job	Drainage Job
County of Riverside	Calltrans 07-326104 - Soldier Pile Wall	Hector Davila 951-595-6885		David Beador 951-674-7352	Adam Prieto 714-552-5818	\$750,000.00	Completed 04/27/20	Start 08/02/18	Emergency Job	Emergency Job
07-299104-Replace road side sign & pavement marking, construct catch basin	Calltrans 07-299104	Fuad Aziz 310-403-9746		David Beador 951-674-7352	Ramiro 714-552-5818	\$1,395,300.00	Completed 02/19/20	Start 07/17/18	Soldier pile wall	\$1,395,300.00
07-1X1504 - Emergency Calltrans	City of Irwindale - 7500VUD's 9000 N. Irwindale Ave. Irwindale 91706	A.B. Fakouri 714-225-5007		David Beador 951-674-7352	Bodean Matheson 619-889-0515	\$1,869,300.00	Completed 2/13/2020	Start 03/08/19	Ramp modification	\$2,045,662.41
07-093004-ramp realignment, paving, strip	Calltrans 12-093004	Nabil Ruda 949-276-8491		David Beador 951-674-7352	Larry Coleman 760-908-5129	\$937,300.00	Completed 10/23/19	Start 09/08/19	JPCP	\$485,000.00
07-313804 - Install RCP & Corrugated metal	DR Horton - 2280 Wardlow Circle, Concord Divisi, Street/JK, Inverno Valley	Keith Alex 951-972-9000		David Beador 951-674-7352	Omar Lara 714-552-5818	\$485,000.00	Completed Jan 2020	Start 9/30/2019	Bridge retrofit	\$1,123,255.76
07-299104-Replace road side sign & pavement marking, construct catch basin	Calltrans 07-313804	Edgar Hernandez 310-609-0364		David Beador 951-674-7352	Adam Prieto 714-552-5818	\$1,078,700.00	Complete 07/16/20	Start 12/9/19	Drainage Jobs	\$493,939.81
07-1X1504 - Emergency Calltrans	County of Riverside 2950 Washington St., Riverside 92504	Fuad Aziz 310-403-9746		David Beador 951-674-7352	Ramiro 714-552-5818	\$459,300.00	Completed 04/06/20	Start 2/17/20	Drainage Jobs	\$493,939.81
07-313804 - Remove & Replace RCP	Calltrans 07-313804 - 30WD's	Kalyan Krishnan Venkataraman 661-257-0273		David Beador 951-674-7352	Bodean Matheson 619-889-0515	\$75,000.00	Completed 9/2/20	Start 5/29	Emergency Job	\$42,246.59
07-094704-Widen bridges for 614 shoulders	City of Irvine 1 Civic Center Plaza, PO Box 19575, Irvine 92623-9575	Hector Davila 949-724-7408		David Beador 951-674-7352	Adam Prieto 714-552-5818	\$13,581,730.00	Completed 11/02/20	Start 12/10/18	Widening, Slurry	\$15,807,379.92
07-1X1604-Emergency Calltrans	Calltrans 08-044704 - 267 WD's	Rohan Saliman 661-257-0273		David Beador 951-674-7352	Larry Coleman 760-908-5129	\$1,174,700.00	Completed 9/2/20	Start 06/01/20	Drainage Job	\$1,293,257.03
07-1X1604-Emergency Calltrans	Calltrans 08-1J3904 - 65WD's	Alex Salazar 949-724-7408		David Beador 951-674-7352	Ramiro Acevedo 714-393-9855	\$1,172,300.00	Completed 9/2/20	Start 03/21/18	Street Improvements	\$12,464,005.99
07-1X1604-Emergency Calltrans	City of Irvine CIP 311306 - University Drive Widening Improvements	Alex Salazar 949-724-7408		David Beador 951-674-7352	Ramiro Acevedo 714-393-9855	\$3,549,300.00	Completed 11/5/2020	Start 12/12/18	Street Improvements	\$3,356,531.23
07-1X1604-Emergency Calltrans	Calltrans 08-044704 - 267 WD's	John Santos 951-539-9315		David Beador 951-674-7352	Ron Hernandez 714-393-9855	\$2,740,300.00	Completed 2/8/2021	Start 04/30/19	AC Resurfacing Jobs	\$3,029,803.76
07-1X1604-Emergency Calltrans	Calltrans 08-1J3904 - 65WD's	Vui Thanh 951-232-3784		David Beador 951-674-7352	Larry Coleman 760-908-5129	\$731,700.00	Completed 06/11/20	Start 01/22/20	Emergency Job	\$726,114.38
07-1X1604-Emergency Calltrans	Calltrans 08-1J3904 - 65WD's	Natalie Chan 949-497-0741		David Beador 951-674-7352	Bodean Matheson 619-889-0515	\$1,050,700.00	Completed 6/29/20	Start 01/03/20	Street Improvements	\$1,049,955.95
07-1X1604-Emergency Calltrans	Calltrans 08-1J3904 - 65WD's	David Benson 951-232-8478		David Beador 951-674-7352	Jason Besmer 714-393-9855	\$1,443,700.00	1st working day 08/14/20 Start 09/04/20 complete 01/05/21	Start 09/04/20 complete 01/05/21	Landscaped	\$1,742,232.30
07-4W6204 - Replace structural concrete bridge and place concrete barrier	Calltrans 07-4W6204 - 160 WD's	Saeed Shakeri 213-908-7976		David Beador 951-674-7352	Ramiro Acevedo 714-393-9855	\$1,155,300.00	Approved 06/22/20 Start 09/28/20 completed 02/15/21	Approved 06/22/20 Start 09/28/20 completed 02/15/21	Bridge Work	\$1,155,087.69
07-1X1604 - Emergency Calltrans	Calltrans 07-1X1604	Ramon Robillos 909-431-4352		David Beador 951-674-7352	Larry 714-393-9855	\$370,000.00	Completed Jan 2021	Completed Jan 2021	Drainage Jobs	\$258,718.97

PROJECT NAME & Description	OWNER, Address & WDs	PHONE NUMBER CONTACT PERSON	Email	PROJECT MGR PHONE NUMBER	PROJECT SUPT PROJECT NUMBER	CONTRACT AMOUNT	Original Completion Date	DATE COMPLETION	Final Contract Amount
12-003204 - Concrete Barrier Route 22 in Orange and Santa Ana	Calltrans 12-003204 - 20WD's City of Citrus City	Lynne Taylor 310-308-5405 Sean Singletary 213-925-6589	lynet@calltrans.com seans@calltrans.com	951-674-7352 David Beador	Adam Prieto Adam Prieto	\$4,769,300.00 \$1,259,700.00	2/15/2023 8/18/2023	Start 4/25/22 Completed 9/6/2023 Started 9/20/2022 Completed 11/9/2023	\$ 4,591,728.01 \$1,261,368.94
City of Orange - Tustin Street, Katella Avenue, & La Veta Avenue Water Quality Improvement Program Project (D-178) D-178	City of Orange D-178 Tustin, Surkalella Ave-45 CD's County of Santa Barbara	Salvador Martinez 714-744-5547 Brent Clavin 805-803-8788	smartinez@cityoforange.org bclavin@cityoforange.org	951-674-7352 David Beador	Adam Prieto Jesus Duran	\$753,300.00 \$2,397,300.00	2/10/2023 3/1/2023	Completed 1/9/2023 Start 07/18/22 Completed 5/17/2023	\$601,785.00 \$2,665,612.35
City of Thousand Oaks - Multiuse trail 864050 Modoc Rd Multiuse-Modoc Road / Via Sedona	City of Thousand Oaks-2100 Thousand Oaks Blvd Thousand Oaks, CA 91352	Saeed olaghatti 805-449-2441	Saeed@cityofthousandoaks.org	951-674-7352 David Beador	Adam Prieto	\$2,155,300.00	12/3/2024	Start Sept 2023 Completed 4/15/2024	\$ 2,212,544.44
County of Santa Barbara #620766-Alisal Fire Damage Repair-Refugio Road, Santa Barbara	County of Santa Barbara 123 East Anapamu Street Santa Barbara, CA 93101	Steven Manuel 805-803-8762 Jim Greenstein	stmanuel@csbcounty.net jgreenstein@csbcounty.net	951-674-7352 David Beador	Adam Prieto	\$387,700.00	7/28/2023	Started 5/16/2023 Completed 7/9/2023	\$393,417.79
City of Solana Beach - 45 WD's 2022-03-Lomas Santa Fe Drive Bridge Repairs Lomas Santa Fe, Solana Beach CA 92075	City of Solana Beach 535 South Highway 101, Solana Beach, CA 92075	Brent Clavin 858-720-2476 Julianna Zaleski 951-736-2264	bclavin@cityofsolanabeach.org jzaleski@cityofsolanabeach.org	951-674-7352 David Beador	Adam Prieto	\$153,300.00 \$1,475,700.00	7/6/2023 5/15/2023	Completed 5/22/2023 Start 1/31/2023 Completed 6/16/2023	\$154,746.00 \$1,579,856.90
County of Santa Barbara - 2023 Storm Damage Repairs Gibraltar Rd Gibraltar Road, Santa Barbara	County of Santa Barbara 400 S. Vicentia Ave, Corona, CA 93003	Brent Clavin 805-803-8788 Pierre Sawaya 949-497-0751	bclavin@csbcounty.net psawaya@csbcounty.net	951-674-7352 David Beador	Adam Prieto	\$2,565,300.00 \$2,432,300.00	8/21/2023 12/22/2023	Completed 08/04/2023 Start 5/16/23 Completed 12/8/2023	\$2,593,437.09 \$2,561,262.81
City of Laguna Beach Bluebird Canyon Drive Bluebird Canyon, Laguna Beach	City of Laguna Beach 505 Forest Avenue, Laguna Beach 92651	Thomas Perez 949-497-3311	tperez@cityoflagunabeach.org	951-674-7352 David Beador	Adam Prieto	\$1,123,300.00	3/11/2024	Completed 12/6/2023 Start 9/18/23	\$1,185,245.11
Bluebird Outfall Storm Drain-Bluebird Canyon/PCB, Laguna Beach	City of Encinitas 505 Forest Avenue, Laguna Beach 92651	Leia Cabrera 760-633-2775	lcabrera@cityofencinitas.org	951-674-7352 David Beador	Adam Prieto	\$1,194,300.00	11/21/2023	Start 9/6/23 Completed 12/20/2023	\$1,267,366.26
City of Encinitas Moonlight Beach Barrels-404 B Steel, Encinitas, CA Cleaning existing culverts, 08-1P6404 - Route 74	Calltrans 08-1P6404-180 WD's Calltrans 12-003944-290 WD's Calltrans	Mike Bergsvin 951-232-3739 Adrian Wu 945-279-8488 Edgar Herrera	mbergsvin@calltrans.com adrianwu@calltrans.com edgarherrera@calltrans.com	951-674-7352 David Beador	Adam Prieto Adam Prieto	\$2,093,300.00 \$5,054,700.00	4/10/2024 8/1/2024	Completed 9/17/24 Start 9/26/2023 Completed 07/18/2024 Started 1/13/2024	\$ 6,225,173.86
08-1P6404 - Route 74	Calltrans 08-1P6404-30 WD's Calltrans 08-1N9404-90 WD's	Shawn Loza 909 601-4717 Omar Sanchez 909 665-4132	sloza@calltrans.com osanchez@calltrans.com	951-674-7352 David Beador	Adam Prieto Adam Prieto	\$330,000.00 \$5,000,000.00	N/A -Emergency job N/A -Emergency job	Completed: 06/30/2024 Started 8/21/23 Completed 12/20/23 Started 9/7/2023 Completed 10/9/2024 Started 11/19/2023	N/A emergency \$1,324,914.11 N/A emergency
07-1X5644-Emergency Job Remove/demolish abandoned 21st Street Pedestrian Overcrossing bridge (Emergency Job)	Calltrans 08-1N9404-Route 74 (Emergency Job) Repair culvert on Rte 74, reconstruct	Mike Ezzedine 949 975-8744	mike.ezzedine@calltrans.com	951-674-7352 David Beador	Adam Prieto	\$644,000.00	N/A -Emergency job	Completed: 07/24/2024	N/A emergency
12-006304-Route 1 in Seal Beach (Emergency) Remove existing culverts, replace with RCPs, laguage drainage inlets	County of Santa Barbara-2151M1 Storm Damage Repairs Gibraltar Rd and E. Camino Cielo Rd, 520 WDS 595 S. Fair Oaks Ave #337 Pasadena, CA 91105	Jesus Hernandez (805) 803-8797 Alfonso Gonzalez 909-501-4064	jhernandez@countyofsb.org alfonso.gonzalez@countyofsb.org	951-674-7352 David Beador	Adam Prieto Adam Prieto	\$2,119,700.00 \$3,587,300.00	5/1/2024 3/22/2024	Completed: 5/1/2024 Start 9/15/23 Completed 8/8/2024	\$698,730.46 \$3,239,756.24
08-006604 - Route 16 at Big Bear Lake (Emergency) Type A, CDP, and Incubator/concrete.	Sequimota Partners, LP, 520 WDS 595 S. Fair Oaks Ave #337 Pasadena, CA 91105	David Sharifi (626) 840-5001	dsharifi@sequimotapartners.com	951-674-7352 David Beador	Adam Prieto	\$2,480,000.00	6/28/2024	Started 1/18/24 Completed 11/27/2024	\$2,476,861.90
SR 73 Knapton Vault Sand Filter Retrofit Contract No. K081479	San Joaquin Hills Transportation Corridor Agency --20 WD's	Keith M. Packey,	kpackey@sjhtc.com	951-674-7352 David Beador	Adam Prieto			Started: 10/21/24	

PROJECT NAME & Description	OWNER, Address & WDs	PHONE NUMBER CONTACT PERSON	Email	PROJECT MGR PHONE NUMBER	PROJECT SUPT PHONE NUMBER	CONTRACT AMOUNT	Original Completion Date	DATE COMPLETION	Final Contract Amount
Remove Austin vault sand filter & wetland inlet structure to restore effective stormwater treatment & allow adequate flows	125 Pacifica, Irvine, CA 92618 City of Compton	(760) 250-8022 John Stuchland, Jr.	john.stuchland@compton.ca.gov			\$444,300.00	11/15/2024	Completed: 12/23/24	\$452,230.00
City of Compton-Artesia Blvd Bridge	180 WDs Artesia Blvd over Alameda Street and ACTAUPRR Bldge Repair	310-605-5505 Kris Venkataraman	krish.venkataraman@compton.ca.gov	David Beador 951-674-7352	Adam Prieto	\$4,381,300.00	9/18/2024	Started 1/11/2024 Completed 12/24/24 Start 9/19/2022	\$5,046,837.73
07-317904 - Remove pedestrian bridge	Caltrans 07-317904-120 WDs, 125 PE - total 245 WDs	818-262-8653 Akram Hanna	akram.hanna@caltrans.ca.gov	David Beador 951-674-7352	Adam Prieto	\$1,382,300.00	12/1/2022	Completed 11/13/2023	\$1,645,686.92
07-353904-Lawndale Route 051107 Separation	Caltrans			David Beador		\$2,127,300.00	10/21/2024	Started 3/28/24	\$2,122,830.73
Seismic retrofit of bridge, composite column casting and core concrete	07-353904-200 WDs	Call: (310)266-1554	akram.hanna@caltrans.ca.gov	David Beador 951-674-7352	Adam Prieto	\$1,080,300.00	11/20/2024	Completed: 1/11/2024 Started: 6/24/24	\$1,135,437.31
05-172003 Route 1 NBI17 Separation in Santa Cruz	Caltrans 05-172604 - 50 WDs	805-748-6095 Ian Nguyen	ian.nguyen@caltrans.ca.gov	David Beador	Adam Prieto	\$1,094,700.00	1/14/2025	Completed: 4/5/2025	\$1,186,755.88
Replace separation bridge girder	City of Thousand Oaks - Westlake Blvd.	Clark Stanhill	clark.stanhill@thousandoaks.org	David Beador	Adam Prieto	\$3,565,700.00	6/14/2025	Started: 10/31/2024 Completed: 07/29/2024	\$3,746,016.13
Flood Mitigation of 8590	2100 Thousand Oaks Blvd., Thousand Oaks, CA 91362	805-449-2400	adam.prieto@thousandoaks.org	David Beador	Adam Prieto			Completed: 4/5/2025	
07-317904 - Remove pedestrian bridge	City of Temecula 120 WDs	Will Becerra Jr. (951) 693-3963	will.becerra@temeculaca.gov	David Beador	Adam Prieto			Completed: 5/29/25	

In Progress/ Not Completed Highlighted - done waiting on subs to close out

07-322004 - remove bridge railing & place concrete barrier	Route 134 at Arroyo Seco Bridge at Orange Grove, Pasadena	Sam Toubounchian 310-345-8201	sam.toubounchian@cityofpasadena.org	David Beador	Adam Prieto	\$5,143,700.00	11/9/2023	Start 10/17/2022 Completed 4/26/24	waiting for subs to finish
07-336004-construct Stormwater treatment devices	Caltrans 07-336004 - 460 WDs	Tayo Ogeyemi 213-793-5385	tayo.ogeyemi@caltrans.ca.gov	David Beador	Adam Prieto	\$5,087,700.00	1/9/2025	Start 2/6/2023 Completed: 8/12/24	waiting for subs to finish
City of Temecula - I-16 Congestion Relief	City of Temecula 150 WDs	Avila Odvlar (951) 693-3969	avila.odvlar@temeculaca.gov	David Beador	Adam Prieto	\$4,364,300.00	10/4/2024	Started 3/4/2024 Completed 11/21/24	waiting for subs to finish
07-355004 Route 118 at Rte. 118/210 Separation	41000 Main St., Temecula, CA 92590	Kevin Bui (562) 572-5983	kevin.bui@caltrans.ca.gov	David Beador	Adam Prieto	\$2,025,300.00	11/20/2024	Started: 5/15/2024	waiting for subs to finish
08-137104 Route 10 in Desert Center at Orms Ditch Bridge	Caltrans 08-137104 - 110 WDs	Peter Koury 909-844-0619	peter.koury@caltrans.ca.gov	David Beador	Adam Prieto	\$3,389,300.00	1/10/2025	Started: 9/19/2024 Completed: 1/31/2025	waiting for subs to finish
07-348904 Route 35 Near Glendora at Van Orms Canyon Bridge	Caltrans 07-348904 - 160 WDs	Hai Hong 626-339-1601 Ext. 109	hai.hong@caltrans.ca.gov	David Beador	Adam Prieto	\$1,496,470.00	2/14/2025	Started: 08/20/2024	waiting for subs to finish

EXHIBIT B

(Required Contract Provision For All Federal Aid Construction Contracts FHWA 1273)

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

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

ATTACHMENTS

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, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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

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

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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, sexual orientation, gender identity, national origin, age, or disability.

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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 thereunder. 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, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

10. Assurances Required:

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

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

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

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

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

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

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

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers 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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

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

VII. SAFETY: ACCIDENT PREVENTION

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

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 Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

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 Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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 Part 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

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 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(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. 2 CFR 180.335(d).

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

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

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

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

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. 2 CFR 180.325.

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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.