

# **CONTRACT DOCUMENTS SPECIFICATIONS AND STANDARD DRAWINGS**

for the construction of

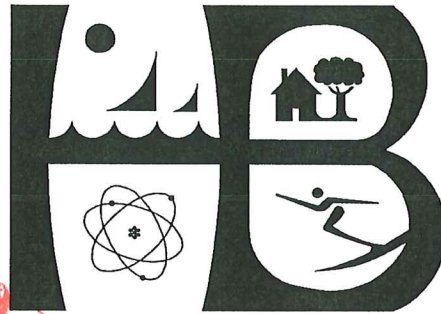
**UTICA AVENUE BICYCLE BOULEVARD  
from Main Street to Beach Boulevard**

**CC NO. 1499**

**FEDERAL AID PROJECT CML-5181(191)**

in the

**CITY OF HUNTINGTON BEACH**



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

**BIDS DUE:**

**xxxx xx, 202x**

**2:00 PM, 2nd FLOOR  
City Clerk's Office**

**SEAN CRUMBY, P.E. DIRECTOR  
DEPARTMENT OF PUBLIC WORKS**

**CITY OF HUNTINGTON BEACH**

**PLANS  
SPECIFICATIONS AND CONTRACT DOCUMENTS**

for the construction of

**UTICA AVENUE BICYCLE BOULEVARD  
from Main Street to Beach Boulevard**

**CC NO. 1499**

**FEDERAL AID PROJECT CML-5181(191)**

**Prepared Under the Supervision of:**

\_\_\_\_\_  
**William F. Janusz, R.C.E. No. 44002**

\_\_\_\_\_  
**Date**

**Approved by:**

\_\_\_\_\_  
**Thomas Herbel, City Engineer, R.C.E. No. 53300**

\_\_\_\_\_  
**Date**

**NOTE:** *If there are any questions relative to this project, please call William Janusz at:*

**CITY OF HUNTINGTON BEACH  
DEPARTMENT OF PUBLIC WORKS  
2000 MAIN STREET  
HUNTINGTON BEACH, CALIFORNIA 92648  
(714) 536-5431**

## **TABLE OF CONTENTS**

### **SECTION A**

<b>NOTICE INVITING SEALED BIDS .....</b>	<b>A-1</b>
--	------------

### **SECTION B**

<b>INSTRUCTIONS TO BIDDERS .....</b>	<b>B-1</b>
--------------------------------------	------------

1. Proposal Forms .....	B-1
2. Proposal Guarantee .....	B-1
3. Proposal Signature .....	B-1
4. Delivery of Proposal .....	B-2
5. Return of Proposal Guarantee .....	B-2
6. Taxes .....	B-2
7. Disqualification of Bidders .....	B-2
8. Contractor's License Requirement .....	B-2
9. References .....	B-2
10. Listing of Subcontractors .....	B-3
11. Discrepancies and Misunderstandings .....	B-3
12. Equivalent Materials .....	B-3
13. Legal Responsibilities .....	B-3
14. Award of Contract .....	B-3
15. Material Guarantee .....	B-4
16. Execution of Contract .....	B-4
17. Submission of Bonds and Insurance .....	B-4
18. Addenda .....	B-5
19. Bid Protest .....	B-5
20. Questions to the Engineer .....	B-5

## **SECTION C**

<b>PROPOSAL</b> .....	C-1,2
Project Bid Schedule.....	C-2.1 - C-2.5
List of Subcontractors .....	C-3
Noncollusion Affidavit .....	C-4
Utility Agreement .....	C-5
Disqualification Questionnaire .....	C-6
Compensation Insurance Certification.....	C-7
Bidder's Information .....	C-8
Notary Certificate.....	C-9
Bidder's Project History .....	C-10
Bidder's Critical Staff.....	C-11
California Department of Industrial Relations (DIR) Certificate .....	C-12
Bidder's Certification .....	C-13
Equal Employment Opportunity Certification.....	C-14
Public Contract Code .....	C-15 - 16
Noncollusion Affidavit .....	C-17
Debarment and Suspension Certification .....	C-18
Nonlobbying Certification .....	C-19 - 21
Exhibit 15-G Local Agency Bidder DBE Commitment.....	C-22
Exhibit 15-H DBE Information – Good Faith Effort.....	C-23 - 25
Exhibit 12-B Bidders List of Subcontractors (DBE and Non-DBE) .....	C-26 - 27
Exhibit 17-F Final Report-Utilization of DBE .....	C-28 - 29

## **SECTION D**

<b>SAMPLE CONTRACT</b> .....	D-1- 42
------------------------------	---------

## **SECTION E**

<b>SPECIAL PROVISIONS</b> .....	E-1
---------------------------------	-----

### **PART 1 GENERAL PROVISIONS**

SECTION 1 – GENERAL .....	E-2
1-2 TERMS AND DEFINITIONS	
1-7 AWARD AND EXECUTION OF THE CONTRACT	
SECTION 2 – SCOPE OF THE WORK .....	E-3
2-2 PERMITS	
2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES	
SECTION 3 – CONTROL OF THE WORK.....	E-5
3-4 AUTHORITY OF BOARD AND THE ENGINEER	



- 3-7 CONTRACT DOCUMENTS
- 3-8 SUBMITTALS
- 3-10 SURVEYING
- 3-11 CONTRACT INFORMATIONAL SIGNS
- 3-12 WORK SITE MAINTENANCE
- 3-14 CLAIMS RESOLUTION

#### SECTION 4 - CONTROL OF MATERIALS .....E-9

- 4-1 GENERAL
- 4-3 INSPECTION
- 4-4 TESTING
- 4-6 TRADE NAMES

#### SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES .....E-10

- 5-3 LABOR
- 5-4 INSURANCE
- 5-7 SAFETY

#### SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK .....E-15

- 6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK
- 6-2 PROSECUTION OF THE WORK
- 6-3 TIME OF COMPLETION
- 6-9 LIQUIDATED DAMAGES

#### SECTION 7 – MEASUREMENT AND PAYMENT .....E-16

- 7-3 PAYMENT
- 7-4 PAYMENT FOR EXTRA WORK

#### SECTION 8 - FACILITIES FOR AGENCY PERSONNEL .....E-18

- 8-1 GENERAL

## **PART 2 CONSTRUCTION MATERIALS**

#### SECTION 200 - ROCK MATERIALS .....E-19

- 200-1 ROCK PRODUCTS
- 200-2 UNTREATED BASE MATERIALS

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS .....	E-19
201-1 PORTLAND CEMENT CONCRETE	
SECTION 203 - BITUMINOUS MATERIALS .....	E-20
203-6 ASPHALT CONCRETE	
SECTION 213 - ENGINEERING GEOSYNTHETICS .....	E-20
213-5 GEOTEXTILES AND GEOGRIDS	
SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS .....	E-21
214-5 THERMOPLASTIC MATERIAL FOR TRAFFIC STRIPING AND MARKINGS.	

## **PART 3 CONSTRUCTION METHODS**

SECTION 300 - EARTHWORK.....	E-24
300-1 CLEARING AND GRUBBING	
300-2 UNCLASSIFIED EXCAVATION	
SECTION 301- SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS .....	E-25
301-1 SUBGRADE PREPARATION	
SECTION 302 - ROADWAY SURFACING.....	E-25
302-5 ASPHALT CONCRETE PAVEMENT	
SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION.....	E-27
303-5 CONCRETE CURBS, WALKS GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS AND DRIVEWAYS	
SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION .....	E-28
306-3 TRENCH EXCAVATIONS	
306-4 SHORING AND BRACING	
306-5 DEWATERING	
306-6 BEDDING	
306-15 PAYMENT	

## **PART 4 EXISTING IMPROVEMENTS**

SECTION 400 – PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS .....	E-31
---	------

400-1 GENERAL

SECTION 402 – UTILITIES .....	E-31
-------------------------------	------

402-1 LOCATION

402-2 PROTECTION

402-4 RELOCATION

402-5 DELAYS DUE TO UTILITY CONFLICTS

SECTION 404 – COLD MILLING .....	E-32
----------------------------------	------

404-1 GENERAL

404-2 MILLING MACHINE

404-11 PAYMENT

## **PART 7 STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS**

SECTION 700 - MATERIALS .....	E-34
-------------------------------	------

## **PART 8 LANDSCAPING AND IRRIGATION**

SECTION 800 – MATERIALS .....	E-36
-------------------------------	------

800-1 LANDSCAPE MATERIALS

801-4 PLANTING

801-5 IRRIGATION SYSTEM INSTALLATION

801-6 MAINTENANCE AND PLANT ESTABLISHMENT

801-8 PAYMENT

801-9 GUARANTEE

## **APPENDICES**

<b>APPENDIX A</b>	<b>DOWNLOAD PUBLIC WORKS STANDARDS, TRUCK ROUTE, TRASH PICK UP, STREET SWEEPING SCHEDULE, AND TEMPORARY WATER METER</b>
<b>APPENDIX B</b>	<b>DOWNLOAD ADDITIONAL COPIES OF PROJECT PLANS AND SPECIFICATIONS</b>
<b>APPENDIX C</b>	<b>DOWNLOAD REGIONAL WATER QUALITY CONTROL BOARD PERMITS</b>
<b>APPENDIX D</b>	<b>CONTRACTOR BUSINESS LICENSE APPLICATION</b>
<b>APPENDIX E</b>	<b>INSURANCE AND INDEMNITY REQUIREMENTS</b>
<b>APPENDIX F</b>	<b>BOND FORMS</b>
<b>APPENDIX G</b>	<b>AGENCY EXTRA WORK FORMS</b>
<b>APPENDIX H</b>	<b>LOCATION MAP</b>
<b>APPENDIX I</b>	<b>FEDERAL &amp; STATE REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS</b>  <b>PART 1 – FEDERAL LABOR RATES</b>  <b>PART 2 – STATE LABOR RATES</b>
<b>APPENDIX J</b>	<b>AGENCY STANDARD PLANS</b>
<b>APPENDIX K</b>	<b>STANDARD SPECIAL PROVISIONS FOR TRAFFIC SIGNALS AND LIGHTING SYSTEMS</b>
<b>APPENDIX L</b>	<b>UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER</b>

# **SECTION A**

## **NOTICE INVITING SEALED BIDS**

for the construction of

**UTICA AVENUE BICYCLE BOULEVARD  
from Main Street to Beach Boulevard**

**CC NO. 1499**

**FEDERAL AID PROJECT CML-5181(191)**

in the

**CITY OF HUNTINGTON BEACH**

**PUBLIC NOTICE IS HEREBY GIVEN** that the **CITY OF HUNTINGTON BEACH**, as AGENCY, invites sealed bids for the above stated projects and will receive such bids in the office of the City Clerk, Second Floor, 2000 Main Street, Huntington Beach, California, 92648, up to the hour of 2:00 PM on **xxxx xx, 202x**. Bids will be publicly opened in the Council Chambers unless otherwise posted.

Copies of the Plans, Specifications, and contract documents are available from the Office of the Director of Public Works, 2000 Main Street, Huntington Beach, CA 92648, upon payment of a **\$20.00** nonrefundable fee if picked up, or payment of a **\$35.00** nonrefundable fee if sent by UPS ground delivery (bidder shall pay additional costs for special delivery). Plans, Specifications, and contract documents can be downloaded free on AGENCY website at:

[http://www.huntingtonbeachca.gov/government/departments/public\\_works/Bids/](http://www.huntingtonbeachca.gov/government/departments/public_works/Bids/)

Open website, then click on "Current Advertised Projects" tab.

This is a Davis-Bacon project and the Federal Regulations will be enforced. Any contract entered into pursuant to this notice will incorporate the provisions of the Federal Labor Standards, which are on file at the office of the Director of Public Works, 2000 Main Street, Huntington Beach, CA 92648.

The AGENCY will deduct 5% retention from all progress payments. The Contractor may substitute an escrow holder surety of equal value to the retention in accordance with the provisions of the Public Contract Code, Section 10263. The Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

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

No bid shall be considered unless it is prepared on the approved Proposal forms in conformance with the Instructions to Bidders as determined by the AGENCY. The bid must be accompanied by a certified check, cashier's check, or bidder's bond made payable to the AGENCY for an amount no less than 10% of the amount bid. The successful bidder shall be licensed in accordance with provisions of the Business and Professions Code and shall possess a State Contractor's License Class A at the time of award.

The successful Contractor and his subcontractors will be required to possess business licenses from the AGENCY. All extension of unit prices will be subject to verification by the AGENCY. In case of a variation between the unit price and the extension, the unit price will govern.

**Project Description:** The project includes several key features including:

- “Bicycle and pedestrian only” passage between Lake Street and Alabama Street, which is currently blocked off to vehicles with Utica Avenue terminating on each side of a block wall.
- A new traffic signal at Lake Street and Utica Avenue will be constructed to aid in pedestrians and bicyclist movements. New bike loop detection will be provided around the entire intersection.
- The Utica Avenue Bicycle Boulevard project will include signage and striping along the entire length of Utica Avenue (Beach Boulevard to Main Street) that are intended to accommodate, encourage and emphasize the presence of bicycles within the roadway and also provide improvements to encourage pedestrian use of the corridor.

The contract shall allow the Contractor 50 working days to complete the contract.

The Project Disadvantage Business Enterprises (DBE) goal is 8.0%

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

BY ORDER of the CITY COUNCIL of the CITY OF HUNTINGTON BEACH, CALIFORNIA, the xxx day of xxxxx xxxx, by Resolution No. 2021-xx.

Attest:

/s/ Robin Estanislau  
CITY CLERK OF THE CITY OF HUNTINGTON BEACH

# **SECTION B**

## **INSTRUCTIONS TO BIDDERS**

### **1. Proposal Forms**

Bids shall be submitted in writing on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY may reject any proposal not meeting these requirements. The bid shall be filed with the City Clerk, Second Floor City Hall, 2000 Main Street, Huntington Beach, California, which shall be endorsed with the Project Title and CC Number as it appears on the Notice Inviting Sealed Bids. The sealed envelopes will be publicly opened and read at the time and place stated in the Notice Inviting Bids. Bidders or their authorized agents are invited to be present at the opening. Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless requested. No oral, telegraphic, or telephonic proposals or modifications will be considered. The proposal may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, that it has been executed by the bidder or his duly authorized representative, and that it is filed with the AGENCY.

### **2. Proposal Guarantee**

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or bid bond payable to the AGENCY in the amount not less than 10% of the total amount named in the proposal. Any proposal not accompanied by such a guarantee will not be considered. Said check or bond shall be made payable to the AGENCY, and shall be given as a guarantee that the bidder, if awarded the Work, will enter into a contract within 10 working days after the award and will furnish the necessary bonds as hereinafter provided. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the AGENCY.

### **3. Proposal Signature**

If the proposal is made by an individual, it shall be signed and his full name with his address shall be given; if it is made by a firm, it shall be signed with the co partnership name by a member of the firm who shall sign his own name and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

#### **4. Delivery Of Proposal**

Proposals shall be enclosed in a sealed envelope plainly marked on the outside:

<p style="text-align: center;">"SEALED BID"</p> <p style="text-align: center;">for</p> <p style="text-align: center;"><b>UTICA AVENUE BICYCLE BOULEVARD</b> <b>CC NO. 1499</b> <b>FEDERAL AID PROJECT CML-5181(191)</b></p> <p style="text-align: center;">in the</p> <p style="text-align: center;"><b>CITY OF HUNTINGTON BEACH - DO NOT OPEN WITH REGULAR MAIL</b></p> <p><b>DELIVER TO THE OFFICE OF THE CITY CLERK, 2000 MAIN STREET, SECOND FLOOR</b></p>
--

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the Office of the City Clerk prior to the bid-opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered.

#### **5. Return Of Proposal Guarantees**

The proposal guarantees of the second and third lowest bidders will be held until the awarded bidder has properly executed all contract documents. Within 10 working days after the award of contract, the remaining proposal guarantees accompanying all other proposals will become null and void and returned to the unsuccessful bidders.

#### **6. Taxes**

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

#### **7. Disqualification Of Bidders**

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor.

#### **8. Contractor's License Requirement**

This project requires the Contractor to possess a valid State of California contractor's license of the proper classification in accordance with the provisions of Public Contract Code Section 10164. All electrical work must be performed by a contractor who possesses a C-10 Electrical Contractors License. A contractor who does not possess all the required licenses as stated at the time of the bid award will be deemed non-responsive and will be disqualified. The City has carefully reviewed the requirements for this project and has determined that the specified requirements will ensure the best quality completion of the project.



## **9. References**

All reference information called for in the bid proposal must be submitted with the bid proposal. Failure to provide reference information of history of similar work and experience with the bid proposal at the time of bid opening may lead to rejection of such proposal as non-responsive.

## **10. Listing Of Subcontractors**

Bidders shall list in the bid proposal the name and place of business of each subcontractor who will perform work or labor or render services for the Contractor in an amount in excess of one-half of one percent of the Contractor's total bid or \$10,000, whichever is greater.

## **11. Discrepancies And Misunderstandings**

Bidders must satisfy themselves by personal examination of the work site, plans, specifications and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the Work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Should a bidder find any errors, omissions, or discrepancies in the plans, specifications, and other contract documents or should he be in doubt as to their meaning, he shall notify the AGENCY. Should it be found necessary, a written addendum will be sent to all bidders. Any addenda issued during the bidding period shall form a part of the contract and shall be included with the proposal.

## **12. Equivalent Materials**

Requests for the use of equivalents to those specified, must be submitted to the AGENCY 10 working days prior to the need of such materials unless otherwise specified in the Special Provisions. Within that time, the AGENCY will issue a written response indicating approval or disapproval of such request. It is the sole responsibility of the successful bidder to prove to the AGENCY that such a material is truly an equivalent.

## **13. Legal Responsibilities**

All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other contract documents, and to full compliance therewith. Additionally, any bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the labor code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California.

## **14. Award Of Contract**

The award of contract, if made, will be to the lowest responsive and responsible bidder as determined solely by the AGENCY. The AGENCY reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a maximum period of 60 days.

In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated.

## **15. Material Guarantee**

The successful bidder may be required to furnish a written guarantee covering certain items of work for varying periods of time from the date of acceptance of the work by the AGENCY. The work to be guaranteed, the form, and the time limit of the guarantee will be specified in the special provisions. Said guarantee shall be signed and delivered to the AGENCY before acceptance of the contract by the AGENCY. Upon completion of the contract, the amounts of the two contract bonds required in Section 2-4, "CONTRACT BONDS," of the Standard Specifications for Public Works Construction, may be reduced to conform to the total amount of the contract bid prices for the items of work to be guaranteed, and this amount shall continue in full force and effect for the duration of the guarantee period. However, the Labor and Material Bond can not be reduced until the expiration of 35 days after the date of recordation of the Notice of Completion.

## **16. Execution Of Contract**

**The successful bidder shall execute a written contract with the AGENCY on the form of agreement provided, and shall secure all insurance and bonds required by the Specifications within 10 working days from the date of the award.** Failure to enter into a contract shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder fails to execute the contract, the AGENCY may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder fails to execute the contract, the AGENCY may award the contract to the third lowest bidder. On the failure of such second or third lowest responsible bidder to execute the contract, such bidder's guarantees shall be likewise forfeited to the AGENCY. The work may then be re-advertised.

## **17. Submission Of Bonds And Insurance**

The successful bidder will be required to furnish the necessary bonds and insurance to the AGENCY within 10 working days from the award of contract. See **Appendix F** for the City approved Payment and Performance Bond Forms. The Contractor may use any standard form for the Bid Bond. The successful bidder shall provide a certificate stating that the bonding company is admitted to do business in the State of California. This certification may be obtained from the Executive Officer and Clerk of the Superior Court at the following address & phone:

Orange County Superior Court  
Probate Court Operations  
341 The City Drive  
P.O. Box 14171  
Orange, CA 92613-1571  
(714) 935-6061, Contact Linda C. Wallace

Prior to the issuance of the Notice to Proceed, the AGENCY must be furnished with a *Policy Endorsement*, from the successful bidder's insurance company, naming the AGENCY as an additional insured.

## **18. Addenda**

The effect of all addenda to the contract documents shall be considered in the bid package and said addenda shall be made part of the contract documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and may result in its rejection by the AGENCY.

## **19. Bid Protest**

To be considered timely, a bid protest must be filed within the following time limits:

- (a) Protests based upon alleged defects or improprieties in the bid documents shall be filed prior to the date of bid opening.
- (b) All other protests must be filed within five calendar days after the protester knew or should have known the basis of the protest, but no later than five calendar days after the date of when the Bids were due to the AGENCY.

## **20. Questions to the Engineer**

Questions regarding the bid documents (i.e. plans, specifications, contract documents, bid forms, etc.) will be received by the Engineer up to five working days prior to the bid opening as specified in SECTION A. Questions asked of the Engineer after this time will not be addressed.

# **SECTION C**

## **PROPOSAL**

for the construction of

**UTICA AVENUE BICYCLE BOULEVARD  
from Main Street to Beach Boulevard**

**CC NO. 1499**

**FEDERAL AID PROJECT CML-5181(191)**

in the

**CITY OF HUNTINGTON BEACH**

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

In compliance with the Notice Inviting Sealed 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 50 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 readvertise 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 \_\_\_\_\_ in the amount of \_\_\_\_\_ which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed 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, if any:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>

# Project Bid Schedule

Utica Avenue Bicycle Boulevard  
From Main Street to Beach Boulevard  
CC-1499 CML-5181(191)

Item No.	Estimated Quantity	Item	Unit Price	Extended Amount
1	1 L.S.	Mobilization.  Per L.S.	\$ _____ —	\$ _____ —
2	1 L.S.	Furnish Project Traffic Control.  Per L.S.	\$ _____ —	\$ _____ —
3	1 L.S.	Preparation of project Specific Storm Water Pollution Prevention Plan (SWPPP).  Per L.S.	\$ _____ —	\$ _____ —
4	1 EA.	Installation and maintenance of BMP's per the approved SWPPP.  Per L.S.	\$ _____ —	\$ _____ —
5	See bid items 5a-5l	Install exclusive "bicycle and pedestrian" only through access per plan (includes all specific construction noted on Sheet 2 of 7, removal of wall, sidewalk, miscellaneous concrete, landscape, pavement, installation of new pavement section, new curb, gutter, sidewalk, new median island over excavation or fill for changes in grade, regrade from walk to existing slope, relocation of irrigation to back of walk, returning landscaping to preconstruction condition and all removal and construction items to complete work in place).  Per bid items 5a through 5l		
5a	21 LF	Remove existing block wall and footing	\$ _____	\$ _____
5b	1 EA	Construct concrete island	\$ _____	\$ _____

# Project Bid Schedule

Utica Avenue Bicycle Boulevard  
From Main Street to Beach Boulevard  
CC-1499 CML-5181(191)

Item No.	Estimated Quantity	Item	Unit Price	Extended Amount
5c	40 LF	Construct 8" median curb	\$_____	\$_____
5d	1,500 SF	Remove and dispose existing A.C. and base material	\$_____	\$_____
5e	1,495 LF	Remove and dispose of existing curb and gutter	\$_____	\$_____
5f	76 LF	Construct 6" curb and gutter	\$_____	\$_____
5g	33 LF	Construct 6" curb	\$_____	\$_____
5h	1 LS	Replace existing improvement with landscaping matching adjacent. Any damaged/disturbed irrigation shall be restored	\$_____	\$_____
5i	1 EA	Adjust manhole to grade	\$_____	\$_____
5j	2 EA	Finish raw edge of wall with matching existing material and color	\$_____	\$_____
5k	113 SF	Remove and dispose existing sidewalk	\$_____	\$_____
5l	69.5 Tons of AC 99.9 Tons of CMB	Construct new 2" type III-C3-PG 64-10 (1/2") surface course over 4" class B-PG 70-10 (3/4") base course over 1.0' C.M.B.	\$_____	\$_____

# Project Bid Schedule

Utica Avenue Bicycle Boulevard  
From Main Street to Beach Boulevard  
CC-1499 CML-5181(191)

Item No.	Estimated Quantity	Item	Unit Price	Extended Amount
6	3 EA	Construct Curb Access Ramp on northwest, northeast and southeast corners per Caltrans Standard Plan No. RSP A88A, Case A and Details on Sheets 3 and 4. (Item includes all appurtenances, curb and gutter, depressed curb, sidewalk, domes, retaining curb, slot pave, etc.)  Per EA.	\$_____	\$_____
7	1 EA	Construct Curb Access Ramp on southwest corner per Caltrans Standard Plan No. RSP A88A and Detail on Sheet 4 (Item includes all appurtenances, curb and gutter, depressed curb, sidewalk, domes, retaining curb, slot pave, etc.)  Per EA.	\$_____	\$_____
8	1 L.S.	Install traffic signal at the intersection of Lake Street and Utica Avenue (excludes curb ramps)  Per L.S.	\$_____	\$_____
9	1 L.S.	Install signing & striping modifications.  Per L.S.	\$_____	\$_____

---



# Project Bid Schedule

Utica Avenue Bicycle Boulevard  
From Main Street to Beach Boulevard  
CC-1499 CML-5181(191)

Total Amount Bid
Total Amount Bid in Figures:  \$ _____
Total Amount Bid in Words:  \$ _____

**Note:** The City will provide the traffic signal equipment, as listed in the pole schedule, (also includes anchor bolts) to the contractor. The contractor is to pick up the materials, with its own labor, at the City Yard, 17371 Gothard Street. Contact traffic signal maintenance two working days in advance for pick up at (714) 536-5530.

---

C-2.3

C-2.4

## 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><b>Bid Item(s)</b></i>	<i><b>Name and Address of Subcontractor</b></i>	<i><b>State License Number</b></i>	<i><b>Class</b></i>	<i><b>DIR PWC Registration #</b></i>	<i><b>Dollar Amount</b></i>	<i><b>% of Contract</b></i>

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**

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 \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
Date City State

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ 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.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Address of Bidder

# 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 **UTICA AVENUE BICYCLE BOULEVARD**, (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.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

## DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire.

### QUESTIONNAIRE

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

☐ Yes

☐ No

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

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

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

## 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.

---

Contractor

---

By

---

Title

Date: \_\_\_\_\_

## BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City,

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
( )

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
State Contractor's License No. and Class

\_\_\_\_\_  
Original Date Issued

\_\_\_\_\_  
Expiration Date

The work site was inspected by \_\_\_\_\_ of our office on \_\_\_\_\_, 201\_\_.

The following are persons, firms, and corporations having a principal interest in this proposal:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned is prepared to satisfy the Council of the City of Huntington Beach of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Printed or Typed Signature

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.

County of \_\_\_\_\_ )

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

Signature \_\_\_\_\_

Signature of Notary Public (PLACE NOTARY SEAL ABOVE)



## Bidder's Project History

For the purposes of this project, the bidder shall provide project history of similar work, specifically referencing the construction of traffic signals, curb & gutter and sidewalk. Bidders are encouraged to submit supplemental relevant project history in addition to the projects listed herein.

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. \_\_\_\_\_  
Name and Address of Public Agency

Name and Telephone No. of Project Manager: \_\_\_\_\_

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

Provide additional project description to show similar work:

\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
Name and Address of Public Agency

Name and Telephone No. of Project Manager: \_\_\_\_\_

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

Provide additional project description to show similar work:

\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
Name and Address of Public Agency

Name and Telephone No. of Project Manager: \_\_\_\_\_

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

Provide additional project description to show similar work:

\_\_\_\_\_  
\_\_\_\_\_

## Bidder's Critical Staff

Listed below are the names of the bidders proposed Construction Project Manager, and Superintendent. For each of these critical positions, please list at least three projects for which the critical staff has performed similar work within the last five years. These projects do not have to be under the employment of the bidder of this project. Bidders are encouraged submit supplemental relevant project history in addition to the projects listed herein.

1. \_\_\_\_\_  
Name of proposed Project Manager

Telephone No. of proposed Project Manager: \_\_\_\_\_

Project Name & Contract Amount	Type of Work	Date Completed
--------------------------------	--------------	----------------

Project Name & Contract Amount	Type of Work	Date Completed
--------------------------------	--------------	----------------

Project Name & Contract Amount	Type of Work	Date Completed
--------------------------------	--------------	----------------

2. \_\_\_\_\_  
Name of proposed Superintendent

Telephone No. of proposed Superintendent: \_\_\_\_\_

Project Name & Contract Amount	Type of Work	Date Completed
--------------------------------	--------------	----------------

Project Name & Contract Amount	Type of Work	Date Completed
--------------------------------	--------------	----------------

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 \$300. Each contractor to whom a public works contract has been awarded shall sign the following certificate.

DIR FACT SHEET on SB 854

[http://www.dir.ca.gov/DLSE/PublicWorks/SB854FactSheet\\_6.30.14.pdf](http://www.dir.ca.gov/DLSE/PublicWorks/SB854FactSheet_6.30.14.pdf)

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

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

DIR's Contractor Registration searchable database:

<https://efiling.dir.ca.gov/PWCR/Search.action>

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.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Email

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

PWC Registration #: \_\_\_\_\_

## BIDDER'S CERTIFICATION\*

HOUSING AND URBAN DEVELOPMENT ACT OF 1968 AS AMMENDED IN 1992, SECTION 3  
TITLE 24, Code of Federal Regulations, Part 135\*

### Economic Opportunities for Low and Very Low-Income Persons

The bidder, under penalty of perjury, certifies that except as noted below, any person associated therewith in the capacity of owner, partner, director, officer, or manager (*initial the applicable selections*):

- \_\_\_\_\_ Will ensure that 10% of all new hires as a result of this project shall meet all requirements of Section 3 of CFR Part 135 of the HUD Act of 1968; or
- \_\_\_\_\_ Will hire no new employees in conjunction with this project.
- \_\_\_\_\_ Will award 10% of its sub-contracts to Section 3 businesses.

This certification shall apply to the prime contractor's sub-contracts related to this project.

Contractor: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

\*Note: The above certification is required by the Department of Housing and Urban Development (24 CFR 135 and Subtitle A *et al*) and must be submitted by the bidders and proposed sub-contractors only in connection with contracts and subcontracts which are subject to Section 3 of the 1968 Housing and Urban Development Act, as amended in 1992 (HUD).

**Previous non-compliance with Section 3 could result in disqualification.**

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

# PUBLIC CONTRACT CODE

## PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares

under penalty of perjury under the laws of the State of California that the bidder ,  
\_\_\_\_\_ has been \_\_\_\_\_ has not been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

---

Signature

Print Name

Date

## PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

☐ Yes ☐ No

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

---

**PUBLIC CONTRACT CODE 10232 STATEMENT**

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

Signature

Print Name

Date

---

## **Noncollusion Affidavit**

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

### **To the 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.

---

Signature

Print Name

Date



---

# DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

---

Signature

Print Name

Date

---

**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.

---

Signature

Print Name

Date

## EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

**1. Type of Federal Action:**

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

**2. Status of Federal Action:**

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

**3. Report Type:**

- ☐ a. initial  
☐ b. material change

**For Material Change Only:**

year quarter \_\_\_\_\_  
date of last report \_\_\_\_\_

**4. Name and Address of Reporting Entity**

- ☐ Prime ☐ Subawardee  
Tier \_\_\_\_\_, if known

Congressional District, if known \_\_\_\_\_

**6. Federal Department/Agency:****5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

Congressional District, if known \_\_\_\_\_

**7. Federal Program Name/Description:**

CFDA Number, if applicable \_\_\_\_\_

**8. Federal Action Number, if known:****9. Award Amount, if known:****10. Name and Address of Lobby Entity**  
(If individual, last name, first name, MI)**11. Individuals Performing Services**  
(including address if different from No. 10)  
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

**12. Amount of Payment (check all that apply)**

\$ \_\_\_\_\_ ☐ actual ☐ planned

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

- ☐ a. cash  
☐ b. in-kind; specify: nature \_\_\_\_\_  
Value \_\_\_\_\_

**14. Type of Payment (check all that apply)**

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

**15. 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 12:**

(attach Continuation Sheet(s) if necessary)

**16. Continuation Sheet(s) attached:**

Yes ☐ No ☐

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized for Local Reproduction

Standard Form - LLL

**Federal Use Only:**

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

---

## EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

### INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q 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 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. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. 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).
12. 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.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. 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.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and 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

**EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT**

1. Local Agency: The City of Huntington Beach 2. Contract DBE Goal: 9%
3. Project Description: Utica Avenue Bicycle Boulevard
4. Project Location: Utica Avenue (Main Street – Beach Blvd)
5. Bidder's Name: \_\_\_\_\_ 6. Prime Certified DBE: ☐ 7. Bid Amount: \_\_\_\_\_
8. Total Dollar Amount for **ALL** Subcontractors: \_\_\_\_\_ 9. Total Number of **ALL** Subcontractors: \_\_\_\_\_

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

**Local Agency to Complete this Section upon Execution of Award**

21. Local Agency Contract Number: \_\_\_\_\_
22. Federal-Aid Project Number: \_\_\_\_\_
23. Bid Opening Date: \_\_\_\_\_
24. Contract Award Date: \_\_\_\_\_

25. Award Amount: \_\_\_\_\_

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

26. Local Agency Representative's Signature \_\_\_\_\_ 27. Date \_\_\_\_\_
28. Local Agency Representative's Name \_\_\_\_\_ 29. Phone \_\_\_\_\_
30. Local Agency Representative's Title \_\_\_\_\_

**15. TOTAL CLAIMED DBE PARTICIPATION**

\$

%

**IMPORTANT:** Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

16. Preparer's Signature \_\_\_\_\_ 17. Date \_\_\_\_\_
18. Preparer's Name \_\_\_\_\_ 19. Phone \_\_\_\_\_
20. Preparer's Title \_\_\_\_\_

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

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

**EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS**Federal-aid Project No(s). CML-5181(191) Bid Opening Date \_\_\_\_\_

The City of Huntington Beach has established a Disadvantaged Business Enterprise (DBE) goal of 9% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

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

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

Publications

Dates of Advertisement


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

Names of DBEs Solicited

Date of Initial  
Solicitation

Follow Up Methods and Dates


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

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

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

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

---

---

---

---

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

---

---

---

---

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

---

---

---

---

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

---

---

---

---

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

Name of Agency/Organization	Method/Date of Contact	Results

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

---

---

**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.



## 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 shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>  
In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.**

Federal Project Number: \_\_\_\_\_

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

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

### 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 subcontractor who provide a quote or bid but were not selected to participate as a subcontractor on this project. Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.

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

## Inhibitors

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

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

**C-28**

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

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

# **SECTION D**

## **SAMPLE CONTRACT**

## **SECTION D**

### **SAMPLE CONTRACT**

FEDERALLY FUNDED CONSTRUCTION CONTRACT  
BETWEEN THE CITY OF HUNTINGTON BEACH AND

\_\_\_\_\_  
FOR  
\_\_\_\_\_

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 \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "CONTRACTOR."

WHEREAS, CITY has solicited bids for a public works project, hereinafter referred to as "PROJECT," more fully described as \_\_\_\_\_ 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 \_\_\_\_\_ Dollars (\$\_\_\_\_\_), 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 Forty (40) 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-hundred Dollars (\$ 500.00) 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) thorough (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: Public Works Director

2000 Main Street

Huntington Beach, CA 92648

TO CONTRACTOR:

---

---

---

---

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: \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
print name

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

\_\_\_\_\_  
City Clerk

**AND**

INITIATED AND APPROVED:

By: \_\_\_\_\_

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
print name

**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)

## **EXHIBIT B**

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

REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012

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

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

### MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

<b>1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)</b>	<b>2</b>
A. NONDISCRIMINATION STATEMENT	2
B. CONTRACT ASSURANCE	3
C. PROMPT PROGRESS PAYMENT	3
D. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS	3
E. TERMINATION AND SUBSTITUTION OF DBE SUBCONTRACTORS	4
F. COMMITMENT AND UTILIZATION	5
G. DBE RUNNING TALLY OF ATTAINMENTS	6
<b>2. BID OPENING</b>	<b>6</b>
<b>3. BID RIGGING</b>	<b>6</b>
<b>4. CONTRACT AWARD</b>	<b>6</b>
<b>5. CONTRACTOR LICENSE</b>	<b>6</b>
<b>6. CHANGED CONDITIONS</b>	<b>6</b>
A. DIFFERING SITE CONDITIONS	6
B. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER	6
C. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK	7
<b>7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES</b>	<b>7</b>
<b>8. BUY AMERICA</b>	<b>7</b>
<b>9. QUALITY ASSURANCE</b>	<b>8</b>
<b>10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS</b>	<b>8</b>
<b>11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS</b>	<b>8</b>
<b>12. FEMALE AND MINORITY GOALS</b>	<b>21</b>
<b>13. TITLE VI ASSURANCES</b>	<b>22</b>
<b>14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)</b>	<b>23</b>
<b>15. FEDERAL TRAINEE PROGRAM</b>	<b>23</b>

## 1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

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

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

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

### a. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

**b. Contract Assurance**

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid 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. Prompt Progress Payment**

The prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

**d. Prompt Payment of Withheld Funds to Subcontractors**

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

**Method 1:** No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Method 2:** No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.



**Method 3:** The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**e. Termination and Substitution of DBE Subcontractors**

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

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

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

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

---

The prime contractor's request to use other forces or material sources must include:

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

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

**f. Commitment and Utilization**

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

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

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

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

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

**g. DBE RUNNING TALLY OF ATTAINMENTS**

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10<sup>th</sup> of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the Agency.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.
3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.
5. **CONTRACTOR LICENSE**  
The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).
6. **CHANGED CONDITIONS**

**a. Differing Site Conditions**

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

**b. Suspensions of Work Ordered by the Engineer**

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in

writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

**c. Significant Changes in the Character of Work**

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

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

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

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

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

**8. BUY AMERICA**

**Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:**

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

Production includes:

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

## **9. QUALITY ASSURANCE**

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

## **10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS**

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

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

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

[The following 12 pages must be physically inserted into the contract without modification.]

FHWA-1273 -- Revised May 1, 2012

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

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

## ATTACHMENTS

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

## I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

FHWA-1273 – Revised May 1, 2012

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

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

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

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

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

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.



FHWA-1273 -- Revised May 1, 2012

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

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

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

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

- a. The records kept by the contractor shall document the following:
  - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

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

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

FHWA-1273 -- Revised May 1, 2012

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

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

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

**1. Minimum wages**

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

FHWA-1273 – Revised May 1, 2012

**2. Withholding**

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

**3. Payrolls and basic records**

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

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

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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

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

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

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

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

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

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

FHWA-1273 – Revised May 1, 2012

**4. Apprentices and trainees****a. Apprentices (programs of the USDOL).**

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

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

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

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

**b. Trainees (programs of the USDOL).**

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

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

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

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

**c. Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.**d. Apprentices and Trainees (programs of the U.S. DOT).**

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

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

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

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

FHWA-1273 – Revised May 1, 2012

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

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

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

FHWA-1273 -- Revised May 1, 2012

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

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

**1. Instructions for Certification – First Tier Participants:**

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

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
  - i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- \*\*\*

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

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



FHWA-1273 -- Revised May 1, 2012

**2. Instructions for Certification - Lower Tier Participants:**

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

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

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

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

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

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

**12. FEMALE AND MINORITY GOALS**

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

The nationwide goal for female utilization is 6.9 percent.

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

**MINORITY UTILIZATION GOALS**

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

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

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

### 13. TITLE VI ASSURANCES

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

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such

Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

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

The CONTRACTOR agrees-

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

Federal Trainee Program Special Provisions  
(to be used when applicable)

#### 15. FEDERAL TRAINEE PROGRAM

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

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

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

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

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

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

Before starting work, the prime contractor shall submit to the City/County of \_\_\_\_\_ :

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

The prime contractor shall obtain the City/County of \_\_\_\_\_ approval for this submitted information before the prime contractor starts work. The City/County of \_\_\_\_\_ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

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

The prime contractor shall not employ as an apprentice or trainee an employee:

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

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of \_\_\_\_\_ and FHWA approves a program if one of the following is met:

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

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

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

The City/County of \_\_\_\_\_ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
  - a. Contribute to the cost of the training
  - b. Provide the instruction to the apprentice or trainee
  - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

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

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training

# SECTION E

## SPECIAL PROVISIONS

All the Work to be done under this contract shall be in accordance with these Special Provisions and the **“GREENBOOK” Standard Specifications for Public Works Construction, 2018 edition**, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of Associated General Contractors of California. Copies of the Standard Specifications are available from the publisher:

*BNi Publications, Inc.  
990 Park Center Drive, Suite E  
Vista, CA 92081  
760-734-1113*

*or*

*1612 S. Clementine St.  
Anaheim, CA 92802  
714-517-0971*

The Standard Specifications set forth above, referred hereinafter as Standard Specifications, will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents.

The section numbers of these Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, or specifying options, are called out.

Any reference to the special provisions with regard to Disadvantaged Business Enterprises (DBE) rules, policies, or regulations shall refer to the 2010 Caltrans Special Provisions.

# **PART 1**

## **GENERAL PROVISIONS**

### **SECTION 1 – GENERAL**

#### **1-2 TERMS AND DEFINITIONS.**

[Add the following:].

**AGENCY**.....The City of Huntington Beach.

**Board**..... The City Council of the City of Huntington Beach.

**County**..... The County of Orange.

**Engineer**..... The City Engineer of the City of Huntington Beach or his authorized representative.

**Specifications** . . Includes the Greenbook Standard Specifications, Special Provisions, Addenda, and other contract documents, collectively.

#### **1-7 AWARD AND EXECUTION OF THE CONTRACT.**

##### **1-7.1 General.**

[Replace with the following:].

Within 10 working days after the date the AGENCY'S award of contract, the Contractor shall execute and return all contract documents required by the AGENCY. The AGENCY reserves the right to terminate the award if the above requirement is not met. Such termination will result in the forfeiture of the Proposal Guarantee.

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

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

##### **1-7.2 CONTRACT BONDS.**

[Add the following:].

The "Performance Bond" shall remain in force until the date of recordation of the Notice of Completion. The "Payment Bond" (Material and Labor Bond) shall remain in force until 35 days after the date of recordation of the Notice of Completion.

In conformance with the State of California Government Code, Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the City to endurance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the AGENCY, or with a state or federally chartered bank as the escrow



agent, who shall pay such monies to the Contractor upon notification by AGENCY of Contractor's satisfactory completion of the contract.

The type of securities deposited and the method of release shall be approved by AGENCY.

## **SECTION 2 - SCOPE OF THE WORK**

### **2-2 PERMITS.**

[Delete the entire subsection and replace with the following:].

Prior to the start of any work, the CONTRACTOR shall acquire applicable AGENCY permits and arrange for AGENCY inspections. The AGENCY will issue the permits at no charge to the CONTRACTOR. The CONTRACTOR and all subcontractors shall each obtain an AGENCY business license, and shall be licensed in accordance with State Business and Professions Code. The Contractor, at no additional cost to the AGENCY, shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The CONTRACTOR may also be required to be permitted by (Other) AGENCY'S (Not City) to perform work in and around their facilities or is within their reviewing authority (ex. OCFCD, CF&G, ACE). The City (AGENCY) will be required to secure the permit from these (Other) AGENCY'S, however, the Contractor shall not be responsible for the initial permit fees, but, the Contractor shall be responsible for any additional fees assessed to that permit specific to its usage.

The CONTRACTOR and all subcontractors shall each obtain an AGENCY (City) business license, and shall be licensed in accordance with State Business and Professions Code.

At the discretion of the AGENCY, the CONTRACTOR may be required to submit a project specific SWPPP (CONTRACTOR can submit a Water Pollution Control Program (WPCP) in-lieu of a SWPPP). This requirement is applicable to projects that are under an acre but meet the definition of construction activity as defined by Order No. 2009-0009-DWQ, NPDES No. CAS000002. These projects involve the disturbance of soil, clearing or grubbing of vegetation, and/or use of cementitious products. The CONTRACTOR shall submit a project specific SWPPP/WPCP for AGENCY approval prior to issuance of Notice to Proceed. For projects that are not required to submit a SWPPP/WPCP, CONTRACTOR shall implement adequate Minimum Best Management Practices (BMPs) to prevent the discharge of pollutants to the storm drain system.

Storm Water Quality Requirements for this project are as follows:

Water Pollution Control Plan (WPCP).....	Required
Project Specific Storm Water Pollution Prevention Plan (SWPPP) .....	Not Required
Minimum Best Management Practices (BMPs).....	Required

The CONTRACTOR is responsible for managing the construction site in accordance with the City's NPDES Permit and Municipal Code Chapter 14.25 - Stormwater and Urban Runoff Management ordinance and the Water Pollution Control Plan. The purpose of the NPDES permit and ordinance is the improvement of water quality through the control of pollutants. Without

exception, discharges of stormwater from a construction site into the storm drain system (gutter) or a receiving waterbody are prohibited if the discharge contains pollutants that have not been reduced to the maximum extent practicable through the implementation of BMPs. It is the CONTRACTOR's responsibility to implement a combination of BMPs to control erosion and sediment transport, and pollutants from materials and waste management storage and other construction related activities.

When the contract does not include a pay item for the full compensation for obtaining and conforming to the requirements of this section, the requirements of this section shall be included in other items of work and no additional compensation will be made therefor. No separate or additional compensation will be made for AGENCY permit and inspections, nor permits, licenses, inspections, certificates, or authorizations required by any other governing body or entity.

## **2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.**

### **2-5.1 General.** [Add the following:].

A noise level limit of 95 dB. at a distance of 50' shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Contractor shall comply with the California Air Resource Board's regulations for off-road diesel vehicles, including but not limited to its idling policies.

## SECTION 3 – CONTROL OF THE WORK

### 3-4 AUTHORITY OF BOARD AND THE ENGINEER.

[Add the following].

The Contractor shall give at least 24 hours advance notice when he or his subcontractor will start or resume the work.

The above notice is to be given during working hours, exclusive of Saturday, Sunday or AGENCY holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives.

### 3-7 CONTRACT DOCUMENTS.

#### 3-7.1 General.

[Add the following:].

**Only written authorization from the AGENCY shall be binding over any deviation or change in the Plans and Specifications. Please refer to SECTION 3 - CHANGES IN WORK for further explanation.** The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met. Reference in the Special Provisions to "State Standard Specifications" shall mean the Standard Specifications, latest edition, of the State of California, Department of Transportation. Copies of these specifications may be obtained from:

*State of California - Department of General Services  
Publications Distribution Unit  
P.O. Box 1015  
North Highlands, California 95660*

Reference in the Special Provisions to Standard Plans shall mean the Standard Plans of the City of Huntington Beach, and where applicable, the following:

**“Greenbook” Standard Plans for Public Works Construction**, published by the American Public Works Association, **2018 edition**.

**Standard Plans**, published by the Orange County Public Works, latest edition.

**Standard Plans**, published by the “Caltrans” California Department of Transportation, **latest edition**.

Applicable Standard Plans for this project are contained in **Appendix J** of these Special Provisions.

#### 3-7.1.1.1 Agency Supplied Plans and Specifications.

[Add the following:].

The City shall supply no more than 5 sets of plans and specifications for the Contractor's use. Additional copies are the responsibility of the Contractor. The Contractor may elect to reproduce existing sets, or purchase additional sets directly through the City's reprographics company.

**3-8 Submittals.**  
[Add the following:].

The contractor shall submit the names and addresses of all suppliers of mineral construction materials, and the mine from which the materials were obtained, along with a copy of the Office of Mine Reclamation AB3098 List showing that the mining operation is listed, prior to delivering any mineral construction materials to the project site. This documentation regarding the AB3098 List shall be made a part of every submittal required on the project that includes mineral construction materials. Failure to identify the supplier and the mine may result in rejection of the submittal.

**3-8.4 Supporting Information.**  
[Add the following:].

- 14.) The Contractor shall submit at the Pre-construction meeting, prior to notice-to proceed, the following lists with information to be reviewed and accepted by the City;
- a. List of all Construction Technical Equipment (ex. pumps, generators, temporary electrical).
  - b. List of all Contractors' Manpower (by category, including hourly rates).
  - c. List of all Contractors' Equipment (ex. Description and Model -backhoe, loader, truck etc.).

The Contractor is responsible for keeping these lists current throughout the duration of the project.

**3-10 SURVEYING.**

**3-10.1 General.**

The Contractor shall notify the Engineer, or the owner on a Private Contract, at least 7 days before starting work to allow for the preservation of survey monuments, property line and corner survey markers and bench marks. The Contractor at their cost, shall file a Corner Record referencing survey monuments subject to disturbance in the office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb survey monuments, property line and corner survey markers, or bench marks without the consent of the Engineer or the owner on Private Contracts.

When the contract does not include a pay item for the adjustment of monuments to finished grade and unless otherwise provided for in the specifications, full compensation for said adjusting shall be included in the price bid for other items of work and no additional compensation will be allowed therefor.

The contractor shall be responsible for the replacement of any survey benchmark, monument or property line and corner survey marker that is destroyed as a result of their operations.

A survey benchmark is defined as any permanent point used by the National Geodetic Survey (NGS), National Oceanic and Atmospheric Administration (NOAA), California Department of Transportation (Caltrans), Orange County Surveyors (OCS), the City of Huntington Beach Public Works Department, or by any other public agency to establish or perpetuate a vertical datum; said point is typically a 3 3/4" aluminum disk with said agency's stamping. Datum information for public viewing is on file at said agency.

A survey monument is defined as any permanent point as shown on file at the NGS, NOAA, Caltrans, OCS, the City of Huntington Beach Public Works Department or any other public agency; said point being used to establish or perpetuate horizontal control. These points include but are not limited to centerline street monuments or accessories to said centerline street monuments (i.e. tie points), property corners or accessories to said corners, or monuments established in connection with the Orange County Geodetic Control Network or accessories to said monuments.

These points shall be tied out and replaced by a licensed Land Surveyor or a licensed Civil Engineer authorized to practice land surveying pursuant to sections 8700 to 8806 of the Business and Professions code of the State of California (Land Surveyors Act). The Corner Records produced from said tie-out and replacement survey shall be furnished to the City of Huntington Beach Public Works Department as well as filed with the office of the County Surveyor indicating responsible charge (stamped), within 60 days of the final survey.

#### **3-10.1.1 Survey Service.**

Except for private contracts, the Contractor will be responsible for the accuracy of surveying adequate for construction, in addition the task of surveying itself shall be performed under the direction of a licensed Land Surveyor or Professional Engineer, whom is authorized to practice land surveying, retained or provided for by the Contractor.

All construction surveying will be performed by or under the direction of a licensed Land Surveyor or Professional Engineer, whom is authorized to practice land surveying, retained or provided for by the Contractor.

Monument preservation surveying necessary to complete the work shown on the plans and provided for in these contract documents and specifications shall be accomplished by or under the direction of a licensed Land Surveyor or Professional Engineer, whom is authorized to practice land surveying, retained or provided for by the Contractor. The AGENCY reserves the right to direct additional construction survey to be performed when it feels it is required to adequately construct the work.

All costs to the Contractor for protecting, removing, restoring, repairing, replacing, or reestablishing monuments or accessories to monuments or costs associated with the preparation or filing of Corner Records pursuant to sections 8700 to 8806 of the Business and Professions Code shall be included in the bid item for survey monument preservation.

Payment for survey monument preservation shall be per the contract lump sum bid price and no additional compensation will be allowed therefor. When the contract does not include a pay

item for monument preservation and unless otherwise provided in the specifications, full compensation for all monument preservation required to complete the work shall be included in the price bid for other items of work and no additional compensation will be allowed therefor.

### **3-11 CONTRACT INFORMATIONAL SIGNS.**

[Replace first paragraph with the following:].

Contractor shall install City furnished project informational signs. Solar changeable message boards shall be furnished by the contractor on either side of arterial highway projects. The placement of these signs will be determined by City Staff at the pre-construction meeting, and shall be placed at this location prior to the start of work.

Doorknob notification of residents and business owners directly affected by construction and the posting of "No Parking" notification signs shall occur a minimum of 48 hours prior to construction. On projects involving tree removals and replacements, doorknob notification explaining the work location, scope of work regarding tree removal and replacement, and AGENCY contact information will be posted at all residential and business addresses adjacent to the project area no later than two weeks prior to commencement of the project or any tree related work. If the work is rescheduled Door Hangers AND "No Parking" signs shall be re-issued, 48 hours in advance of the work, reflecting the revised dates.

Full compensation for these items and placement thereof shall be included in the contract price for mobilization, and no other compensation will be allowed there for.

### **3-12 WORK SITE MAINTENANCE.**

#### **3-12.1 General.**

[Replace the first and second paragraphs with the following:].

The City of Huntington Beach Municipal Code Section 8.21.020 specifies that the collection of refuse and recyclable waste material shall be performed exclusively by the City Refuse Collector. The AGENCY has granted exclusive franchise for solid waste removal to Rainbow Disposal Co., Inc. Rainbow Disposal (714-847-3581) is the only refuse hauling company authorized to provide trash bins, drop-off boxes, and roll-off containers for construction and demolition disposal in Huntington Beach.

The construction companies that generate construction and demolition waste and have their own manpower and equipment to safely convey it to a permitted and approved landfill or recycling site and all hazardous waste are excluded from this provision. Any such companies providing their own manpower and equipment for construction and demolition waste removal must clearly mark the equipment used in Huntington Beach with their company name and telephone number.

Unless directed otherwise by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean wherever construction, including restoration, is incomplete.

#### **3-12.5.3 Spill Prevention and Emergency Response Plan.**

[Add the following:].

Secondary containment shall be provided with portable toilets.

**3-14 CLAIM RESOLUTION.**

[Add the following:].

This project shall incorporate Claim Resolution procedures as prescribed by the Public Contract Code Section 9204 (AB-626).

**SECTION 4 - CONTROL OF MATERIALS**

**4-1 General.**

[Add the following:].

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

Security of this guarantee shall be in the form of a Maintenance Bond furnished to the AGENCY by the Contractor. There shall be specific wording in the Maintenance Bond that includes the guarantee or warranty of the labor and materials for a one year period, commencing from the recording date of the Notice of Completion by the County Recorder. The guaranteed amount shall be for 100 percent of the total amount earned to date as indicated on the final progress payment. The AGENCY reserves the right to withhold the retention until the Maintenance Bond has been accepted by the AGENCY.

The Contractor shall make all repairs, replacements, and restorations covered by the Maintenance Bond within 10 working days after the date of the Engineer's written notice. Failure to comply with such notice will cause the AGENCY to file claim against the bond.

Excepted from the Maintenance Bond will be defects caused by acts of God, acts of the AGENCY, acts of vandals, or by acts of others outside or beyond the control of the Contractor.

**4-3 INSPECTION.**

**4-3.1 General.**

[Add the following.]

**The Contractor shall notify the Engineer 48 hrs before inspection is required.** If the Contractor requests to work under this contract more than 8 hrs. /day or more than 40 hrs. /week, Saturday, Sunday, or AGENCY holidays, then the following will apply. The inspector's hourly overtime rate will vary depending on if the work is on a weekend or a holiday. The Contractor shall arrange requested overtime inspection services, 24 hours in advance, with the Public Works Inspector

and Contract Administrator. The Contractor will fill out and submit the "Request For After Hours Inspection" form along with a check. The check payment amount shall be based on 4-hour increments of \$484, which reflects time and a half.

If the Contractor is directed by the AGENCY to work under this contract more than 8 hrs. /day or more than 40 hrs. /week, the Special Inspection fee requirements will be waived.

**4-4 TESTING.**

[Replace the third sentence of the first paragraph with the following:].

Unless otherwise provided, all testing shall be performed under the direction of the Engineer and the AGENCY will bear the cost of initial testing of material and workmanship which are required by the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

**4-6 TRADE NAMES.**

[Replace the last two sentences of the first paragraph with the following:].

Approval of equipment and materials offered as equivalents to those specified must be obtained as set forth in the Instructions to Bidders.

## **SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES**

**5-3 LABOR.**

**5-3.2 Prevailing Wages.**

[Add the following:].

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

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

**5-4 INSURANCE.**

[Delete the entire subsection and replace with the following:].

Contractor shall, prior to execution of an Agreement with the AGENCY, comply with the provisions of AGENCY's Resolution Number 2008-63 and any amendments thereto, contained in **Appendix E** of these Special Provisions and incorporated herein as if fully set forth.

Except as provided in 6-10, Contractor hereby agrees to protect, defend indemnify and hold harmless AGENCY, 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 AGENCY. Contractor will conduct all defense at its sole cost and expense and AGENCY shall approve selection of Contractor's counsel. City shall be reimbursed for all costs and attorney's fees incurred by the AGENCY in enforcing this obligation. 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. The AGENCY will not be liable for any accident, loss or damage to the Work prior to its completion and acceptance, except as provided in 6-10.

The cost of this insurance shall be included in the Contractor's Bid.

**5-7 SAFETY.**

[Add the following Subsection:].

**5-7.7 Security and Protective Devices.**

**5-7.7.1 General.**

[Add the following:].

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

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as may be necessary.

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

**5-7.9 Work Area Traffic Control.**

[Add the following section:].

**5-7.9.1 General.**

All traffic control shall be in accordance with the following documentation: Caltrans California Manual on Uniform Traffic Control Devices (MUTCD), 2014 edition; California Coded Sign Specifications, 2010 edition; Caltrans Standard Plans, 2015 edition; Caltrans Standard Specifications, 2015 edition; American Public Works Association Southern California Chapter – Work Area Traffic Control Handbook, 2016 edition (i.e. WATCH Manual).

Plans that impact the State Highways will require review and approval by Caltrans.

Upon approval of the Traffic Control Plan by the City, approval of the Contractor's schedule by the City and execution of the Contract documents by both parties, the City will issue a Notice to Proceed specifying the Contract start date (first day of work).

Full compensation for conforming to this requirement shall be included in the lump sum price bid for Construction Traffic Control Plan and no additional compensation will be allowed therefor.

The Contractor shall provide, to the Engineer, a telephone number at which the Contractor's representatives can be reached, at any hour, should an emergency occur requiring replacement or relocation of the required traffic control devices.

Prior to the start of construction, the Contractor shall inform the AGENCY's Police and Fire departments of the project location, approximate starting date, completion date, and the name and telephone number of contractor representatives who may be contacted at any hour in the event of an emergency.

**POLICE DEPARTMENT:** *Watch Commander at (714) 960-8809*

**FIRE DEPARTMENT:** *Battalion Chief/Development at (714) 536-5411*

**ORANGE COUNTY TRANSPORTATION AUTHORITY:** *Operations Division Stops and Zones, Mr. Kyle Poff at (714) 560-5816*

**ORANGE COUNTY SANITATION DISTRICT:** *Daniel Lee at (714) 593-7176, for other questions contact: Quynh Nguyen at (714) 593-7333*

The Contractor shall contact the Orange County Transportation Authority (O.C.T.A.) 10 working days prior to the start of construction. The Contractor shall also coordinate with Orange County Sanitation District's construction inspector prior to adjusting O.C.S.D. manholes to grade.

Information signs shall be required on all arterial streets one week prior to beginning of roadway construction projects.

The Contractor shall adhere to applicable sections of California Administrative Code, Title 8, concerning electrical and construction safety standards and practices.

Contractor shall require that an approved safety vest be worn by all personnel who are working at this project site. Any worker without a vest may be ordered off the job by the Inspector until such apparel is acquired. Questions as to approved vests shall be directed to the Engineer.

Prior to the beginning of work, the Contractor shall execute the provided construction traffic control plan prepared per current AGENCY guidelines to safely prosecute the construction work involved with a minimum of inconvenience to the motoring public.

Any relocation of travel lanes longer than three calendar days shall be delineated by removing the existing striping and legends by wet sandblasting and placing new striping and legends as required. Upon completion of the work and the restoration of the road surface to its final condition, the Contractor shall remove temporary striping by wet sandblasting.

If the traffic cones or portable delineators are damaged, displaced or are not in an upright position, for any reason, the contractor shall immediately replace or restore to their original location, in an upright position, the cones or portable delineators.

The Contractor shall provide and maintain all signs, barricades, flashers, delineators, temporary fencing and other necessary facilities for the protection of the motoring public and pedestrians within the limits of the construction area including removing graffiti from the material and equipment. He shall also post proper signs to notify the public regarding detours and conditions of the roadway, all in accordance with the provisions of the current State of California Department of Transportation "Manual of Traffic Controls for Construction and Maintenance Work Zones", **2010 edition**; and the State of California Department of Transportation Standard Plans, **2015 edition**; and the Work Area Traffic Control Handbook (a.k.a the WATCH Manual), **2016 edition**.

The Contractor shall furnish such flagmen and equipment as are necessary to give adequate warning to traffic or to the public of any dangerous conditions in accordance with the current Department of Transportation "Instructions to Flagmen".

All existing traffic signs and street signs shall be maintained in visible locations during construction. Signs designated for removal shall be salvaged and delivered to the AGENCY Yard or disposed of as directed by the AGENCY.

### **Warning Signs**

Adequate warning signs for motorists shall be placed and maintained throughout all applicable phases of the work including speed limit reduction, loose gravel, fresh oil, and open trench. Signs shall be 36" X 36" in size; shall be on site ready for placement prior to start of the applicable phase of work and shall be placed in advance on all streets approaching the work zone.

The contractor shall install a barricade mounted 18" x 36" C42 sign "SIDEWALK CLOSED CROSS HERE" at the nearest crossings leading to the closure when the sidewalk width is reduced to less than 36" or at the discretion of the Engineer.

Full compensation for furnishing Traffic Control shall be paid for on a lump sum bid price under each of their respective lump sum bid items and no additional compensation will be allowed therefor.

Street closures will not be allowed except as permitted by the Engineer. The following minimum lane requirements shall be provided at all times, subject to time of day restrictions as established by Section 6-7.2.

### **Arterials**

Utica Avenue: Maintain one through travel lane in each direction during work hours, with all travel lanes being opened to traffic outside of working hours.

Utica Avenue at Lake St: Maintain one lane in each direction all travel lanes being opened to traffic outside of working hours.

Local Streets (all streets not identified above as arterials)  
Maintain one two-way travel lane with flagger control.

**5-7.9.3 Shoring Plan.**

[Replace the fourth sentence with the following:].

No excavation shall start until the Agency has accepted the shoring plan and the Contractor has obtained a permit from the Division of Occupational Safety and Health (DOSH).

## **SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK**

### **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.**

#### **6-1.1 Construction Schedule.**

[Replace the first sentence of the first paragraph with the following:].

The Contractor's proposed construction schedule shall be submitted to the Engineer within 10 working days after the City awards the contract to the Contractor. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The construction schedule shall be prepared to the satisfaction of the Engineer and revisions will be made at no cost to the AGENCY. The Contractor shall submit progress reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

### **6-2 PROSECUTION OF THE WORK.**

[Add the following].

The Contractor shall provide the Engineer with a written explanation, at least 24 hours in advance of any working day(s) when the Work will not be performed at the Project site. The written notice shall also state when the Contractor or his subcontractor will start or resume the Work.

The above notice is to be given to the Engineer during working hours, exclusive of Saturday, Sunday or AGENCY holidays, for the purpose of permitting the Engineer to make necessary assignments of his representatives.

### **6-3 TIME OF COMPLETION.**

#### **6-3.1 General.**

[Add the following:].

The time within which the Work must be completed by the Contractor is fixed at **50** working days, including pipe delivery, starting from and after the date in the Notice to Proceed with the Work, issued by the AGENCY to the Contractor, exclusive of maintenance periods.

The Contractor's activities shall be confined to the hours between 7:00 A.M. to 4:00 P.M., Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

Parking prohibitions on all roadways, where parking is currently permitted, shall be confined to the hours between 7:00 AM and 5:00 PM.

Lane closures on all arterial roadways will be confined to the hours between 9:00 AM and 4:00 PM, Monday through Friday, except holidays and any exceptions listed in Section 7-10.3.

The following roadways are considered arterials for purposes of this project:

Utica Avenue  
Main Street  
Lake Street  
Delaware Street  
Beach Blvd

### **6-9 LIQUIDATED DAMAGES**

[Replace the liquidated damage amount to the following:].

\$500.00 per calendar day.

## **SECTION 7 - MEASUREMENT AND PAYMENT**

### **7-3 PAYMENT.**

### **7-3.1 General.**

[Replace the last paragraph with the following:].

Compensation for items of work not specifically identified in these Special Provisions shall include all labor, materials, tools, equipment, safety measures, and supervision required to complete the work to grades and dimensions shown on the Plans or staked in the field. There shall be no compensation except for the bid items specified in the Proposal. The cost of all work shown in the Plans and Specifications but not specifically identified as a bid item or described within a bid item shall be included in related bid items, and no additional compensation shall become due the Contractor by nature of compliance with the Plans and Specifications except as provided in Sections 3, "Changes in Work" of the Greenbook, as modified in these Special Provisions.

At the expiration of 35 days from the filing and recording of the Notice of Completion of the Work, the amount deducted from the final estimate and retained by the AGENCY will be paid to the Contractor except such amounts as required to be withheld by properly executed and filed to stop payment, or as may be authorized by the contract.

### **7-3.2 Partial and Final Payment.**

[Replace the first and second paragraphs with the following:].

The closure date for the purpose of making partial progress payments will be the last day of each month. The Contractor may request, in writing, that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the AGENCY'S payment procedure.

Each month, the Contractor shall meet with the Engineer, a minimum of three working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the contract Unit Prices or as provided for in Section 9-2. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained.

Payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of specifications and plans indicating the as-built conditions.

At the request and expense of the Contractor, who shall retain beneficial ownership and receive interest, if any thereon, the AGENCY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by the AGENCY.

## **7-4 PAYMENT FOR EXTRA WORK.**

### **7-4.2 Basis for Establishing Costs.**

[Add the Following:]

No Markups are permitted for sales tax paid on materials and equipment.

#### **7-4.2.1 Labor.**

[Add the Following:]

AGENCY must approve in advance all straight-time and overtime wages or salaries for employees employed in the performance of Extra Work.

Labor data shall in accordance with each craft and classification consistent with California Department of Industrial Relations wage rates applicable for the construction period of the Extra Work.

To the sum of the costs and markups provided for in the subsection, 1 percent shall be added as compensation for bonding.

#### **7-4.2.3 Tool and Equipment Rental.**

[Replace entire subsection with the following:]

Equipment rental rates shall be per Section 9, Sub-section 9-1.04D "Equipment Rental", of Caltrans Standard Specifications (latest edition), using the Caltrans current "Labor Surcharge and **Equipment Rental Rates**" book at the time the Extra Work is being performed.

The link to the latest "Labor Surcharge and **Equipment Rental Rates**" is as follows:  
<http://www.dot.ca.gov/hq/construc/equipmnt.html>

#### **7-4.3 Markup.**

[Replace 7-4.3.1 Work by the Contractor and 7-4.3.2 Work by a Subcontractor with the following:]

The maximum Markup to the Contractor, its Subcontractors, their Sub-Subcontractors, or additional tiers of subcontracting shall be compensated per the table below pertaining to labor, materials, tools and equipment, and other item costs directly allocable to the Extra Work. Compounding of Markup shall not be allowed. See **Appendix G** for AGENCY approved forms to calculate Extra Work.

	Labor	Materials	Tool & Equipment Rental	Other Items
Contractor Self-Performing (Prime)	20%	15%	15%	15%
Contractor Subcontracting	5%	5%	5%	5%
Subcontractor (Tier 1) *	20%	15%	15%	15%
Sub-Subcontractor (Tier 2 and Subordinate Level)	*	*	*	*

\* Tier 2 and Subordinate Level Subcontractors shall share and not exceed allowed markup with Tier 1 Subcontractor

## **SECTION 8 -FACILITIES FOR AGENCY PERSONNEL**

### **8-1 GENERAL.**

[Add the following:].

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor, at any time during the operation of the Work.





## **PART 2 CONSTRUCTION MATERIALS**

### **SECTION 200 - ROCK MATERIALS**

#### **200-1 ROCK PRODUCTS.**

##### **200-1.1 General.**

[Add the following:].

Aggregates shall conform to the provisions in Section 200-1 and shall be approved by the Engineer prior to use.

In accordance with the provisions of Section 20676 of the State of California Public Contract Code, it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon all subcontractors and suppliers under him, to obtain all construction aggregate, sand, gravel, crushed stone, road base, fill materials, and any other mineral materials, including those used in other construction materials such as asphalt concrete and Portland cement concrete, from a supplier that is included on the most current Office of Mine Reclamation AB3098 List. Failure to identify the supplier and the mine may result in rejection of the submittal, and any work completed using materials from an unlisted mine will be SUBJECT TO REJECTION.

#### **200-2 UNTREATED BASE MATERIALS.**

##### **200-2.1 General.**

[Add the Following:].

Untreated Base Material to be used under asphalt concrete pavement shall be Crushed Miscellaneous Base.

Payment for Untreated Base will be made at the contract unit price per ton which shall include full compensation for furnishing all material required under untreated base in accordance with the plans and these special provisions and no additional compensation will be allowed therefor.

### **SECTION 201- CONCRETE, MORTAR, AND RELATED MATERIALS**

#### **201-1 PORTLAND CEMENT CONCRETE.**

##### **201-1.2 Materials.**

##### **201-1.2.4 Chemical Admixtures.**

[Replace Subsection in total with the following:].

Admixtures will not be permitted.

## **SECTION 203 - BITUMINOUS MATERIALS**

### **203-6 ASPHALT CONCRETE.**

#### **203-6.1 General.**

[Add the following:].

Asphalt concrete Base course shall be Class B-PG 70-10 (3/4") and shall conform to the requirements of Section 203-6.4. The composition and grading shall conform to the requirements of Table 203-6.4.4. The asphalt binder shall comply with the Performance Grade specifications of Section 203-1.

Asphalt Surface Course shall be Type III-C3-PG 64-10 (1/2") and shall conform to the requirements of Section 203-6.5. The composition and grading shall conform to the requirements of Table 203-6.5.4 (A). The asphalt binder shall comply with the Performance Grade specifications of Section 203-1.

• .

## **SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS**

### **214-5 THERMOPLASTIC MATERIAL FOR TRAFFIC STRIPING AND MARKINGS.**

#### **214-5.1 General.**

[Add the following:].

All final street striping, pavement markers, and signage shall be furnished and installed by the Contractor. The Contractor shall notify the AGENCY's Traffic Signs and Markings Maintenance section, at (714) 536-5428 a minimum of four working days prior to final pavement surfacing or patching to arrange for inspection.

#### **Equipment**

All equipment required to perform the work shall be approved by AGENCY's Traffic Signs and Marking Maintenance Section at (714) 536-5428. The Contractor shall furnish all equipment, materials, labor and supervision necessary for installing traffic lanes, directional arrows, guidelines, curbs, parking lines, crosswalks, and other designated markings in accordance with the Plans, or for approved temporary detours essential for safe control of traffic through and around the construction site.

Equipment for applying material when the Plans require molten thermoplastic markings shall readily extrude the material between 400 °F and 425 °F to produce a continuous line 1/16 inch to 3/16 inch thick, of uniform cross section, and having clear, sharp dimensions. The minimum application thickness shall be 1/16-inch for longitudinal lane lines and yellow lines separating

traffic in opposite directions. All other stripes, lines, and pavement legends shall be applied at a minimum thickness of 1/10-inch.

Equipment for applying material when the Plans require paint markings shall be an approved spray-type marking machine suitable for applying traffic paint. All paint shall be applied in two coats with a minimum of seven days between the application of the first coat and the second coat.

### **Removal of Traffic Stripes, Pavement Markings, and Raised Pavement Markers:**

Traffic stripes shall be removed before any change is made in the traffic pattern, and before applying molten thermoplastic or painting new stripes, markings, and installing new RPMs.

Traffic stripes, pavement markings, and raised pavement markers shall be removed to the fullest extent possible from the pavement by any method that does not damage the surface or texture of the pavement. Sand or other material deposited on the pavement or sidewalk because of removing traffic stripes and markings shall be removed as the work progresses. Accumulations of sand or other material which might interfere with drainage or might constitute a hazard to traffic will not be permitted.

Where sandblasting is used for the removal of traffic stripes and pavement markings or for removal of objectionably material, and such removal operation is being performed within ten feet of the traveled way, the residue, including dust, shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operations. Pavement surface shall be "Fog-Sealed" after striping removal.

Grinding shall not be permitted.

Contractor will not be required to use a vacuum attachment under the following conditions

1. When approved by AGENCY.
2. When the blasting sand will be confined by mechanical means to a small area.
3. When a sweeper (mechanical type) will immediately follow the blasting operation or when traffic can be safely routed around the sand until it is swept up.

### **Temporary Striping, Signing, Raised Pavement Markers:**

The Contractor shall be responsible for the placement of all required temporary signing, striping, and markings and the removal of existing stripes and markings in the installation of required temporary striping.

Traffic striping and markings shall be removed before any change is made in the traffic pattern. Removal shall be coordinated with the installation of new pavement markings to provide continuous, non-conflicting guidance to public traffic.

Should temporary striping be required on the finished asphalt surface, the method and configuration must be approved by the AGENCY's Traffic Engineer for approval prior to placement.

Temporary centerline or median stripes for traffic control shall be placed at the completion of each day's work to provide for night delineation for traffic separation.

At no time shall the street be open to traffic without delineation to separate opposing traffic. Temporary delineation type shall be at the inspector's discretion.

In general, temporary reflectorized markers are the preferred type of temporary delineation.

### **Pavement Delineations Standards**

All pavement delineations shall conform to the standards of applicable portions of the current **California Manual on Uniform Traffic Control Devices (MUTCD), 2014 edition, Caltrans Standard Plans, 2015 edition** A20A-C and A24A-D, and the **City of Huntington Beach Standard Plans, 2008 edition**.

### **Measure and Payment**

Payment for final street striping, pavement markers, and signage will be made at the contract lump sum price which shall include full compensation for furnishing all labor and materials required in accordance with the Plans and these Special Provisions and no additional compensation will be allowed therefor.

## PART 3 CONSTRUCTION METHODS

### SECTION 300 - EARTHWORK

#### **300-1        CLEARING AND GRUBBING.**

##### **300-1.1      General.** [Add the following:].

No burning will be permitted.

No accumulation of flammable material shall remain on or adjacent to the right-of-way. The roadway and adjacent areas shall be left with a neat and finished appearance.

In order to protect the public streets from deterioration due to hauling of materials, the Contractor shall submit, prior to the pre-job meeting, for approval a proposed route for hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route, unless written permission from the Engineer is obtained to change the route.

The use of a "Stomper" is prohibited for any use unless directed otherwise by the Engineer.

##### **300-1.4      Payment.** [Add the following:].

Full compensation for any necessary clearing and grubbing required to perform the construction operations specified shall be included in the price bid for other items of work and no additional compensation will be allowed therefor.

#### **300-2        UNCLASSIFIED EXCAVATION.**

##### **300-2.1      General.** [Add the following:].

Unclassified excavation shall include excavating, removing, hauling, and disposal of all material including asphalt concrete pavement **and pavement fabric, if present**, to the subgrade elevations indicated on the plans as required to construct the new improvements.

Removal of asphalt concrete, aggregate base and native soil shall be made at the locations shown on the plans, or as specified in the field by the Engineer. Asphalt pavement shall be removed to clean straight lines by saw cutting.

The areas and quantities shown on the plans are given only for the Contractor's aid in planning the Work and preparing bids. The Engineer shall designate the limits to be removed and these designated areas shall be considered to take precedent over the areas shown on the plans. No guarantee is made that areas or quantities shown will equal the areas or quantities designated by the Engineer.

##### **300-2.9      Payment.** [Add the following:].

Unless directed otherwise by the Engineer, stockpiling of any material will not be allowed in or around the project site.

Said payment shall also include full compensation for all required saw cutting of removal areas.

## **SECTION 301 - SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS**

### **301-1 SUBGRADE PREPARATION**

#### **300-1.1 General** [Add the following:].

Said payment for Subgrade preparation shall be included in the bid item for sawcut and excavate existing A.C. and A.B. and shall be considered full compensation for all required material and labor and miscellaneous materials.

## **SECTION 302 - ROADWAY SURFACING**

### **302-5 ASPHALT CONCRETE PAVEMENT.**

#### **302-5.1 General.** [Add the following:].

Tarpaulins shall be used to cover all loads from plant to project.

Each layer of asphalt concrete shall not exceed 0.25 foot in compacted thickness. Each layer shall be completely placed and compacted prior to commencement of successive layers. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed.

Three-wheeled rollers shall not be permitted, and pneumatic rollers shall be used only on lower layers.

Initial breakdown compaction shall consist of a minimum of three coverages of layer of asphalt mixture. A pass shall be movement of a roller in both directions over the same path. A coverage shall consist of as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage, made to insure compaction without displacement of material in accordance with good rolling practices, shall be considered to be part of the coverage being made and not part of a subsequent coverage. Each coverage shall be completed before subsequent coverage is started.

Prior to placement of asphalt concrete, a tack coat of **HPS, a tack coat material that cures on contact so that treated pavements could be driven on a paved over immediately shall be applied to all contract surfaces. Application rates should range from 0.10 to 0.15 gallons of**

**HPS material per square yard depending on the condition of the surface. Tony Nader of Marathon Petroleum can be contacted for further product information at 562-445-1120 or by email at [anader@marathonpetroleum.com](mailto:anader@marathonpetroleum.com).**

**SS1H emulsified asphalt shall not be used unless approved in writing by the Engineer.**

An asphalt leveling course shall be applied in depressed areas in accordance with the plans and/or as directed by the Engineer. An automatic leveling device shall be used on the paver unless omitted by the Engineer.

Longitudinal joints between successive paving runs shall coincide with the traffic lanes lines. Contractor will be provided with striping plans for those roads where the striping will change prior to the start of work. Local streets will not be striped except for special cases for which striping plans will be provided. All other roads will be striped to match the existing pattern.

**302-5.5 Distribution and Spreading.**

[Add the following:].

Prior to placing asphalt pavement overlay, all vegetation shall be removed from the cracks in the pavement and all joints between the pavement and concrete gutters by the Contractor. The surface to be overlaid shall be cleaned by the Contractor to remove moisture, dirt, grease, or other foreign matter which would reduce the bond between the overlay and the pavement.

**302-5.10 Crack Sealing.**

[Add the following subsection 302-5.10:].

Cracks  $\frac{1}{4}$  inch and greater shall be cleaned for the entire crack depth using sandblasting, brushing, and air blowing techniques as required to provide a crack free from all debris, dust, loose material and moisture. Gouging or plowing may be required to remove incompressible debris in the crack. The cleaned crack shall be filled with granulated tire rubber, plasticizer and filler, as manufactured by Crafcro as Polyflex Type 2, or approved equal. All crack filler material shall be in conformance with the following specifications:

ASTM D6690 (formerly ASTM D1190), AASHTO M324 Type I (formerly AASHTO M173) for "Joint and Crack Sealant, Hot-applied, for Concrete and Asphalt Pavements," and Federal Specification SS-S-164.

All holes shall be cleaned of loose materials and filled with Type III-C3 PG 64-10 asphalt surface course and compacted to a smooth even surface with the adjacent existing pavement.

**302-5.10.1 Crack Sealing Payment.**

[Add the following subsection 302-5.10.1:].

Payment for Crack Sealing shall be included in the bid price for other items of work unless there is the contract unit bid price for crack sealing which shall include full compensation for application of sealant and no additional compensation will be allowed therefor.

## **SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION**

### **303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.**

#### **303-5.5 Finishing.**

##### **303-5.5.2 Curb.**

[Delete second to the last sentence in second paragraph and add the following:].

When curb is constructed and no markings are on the existing curb, the Agency will mark sewer locations in the street and the Contractor will add a chiseled "S" on the curb for this sewer location. The Contractor will add a chiseled "S" and "W" to new curb at locations that have an existing chiseled "S" and "W" for these sewer and water locations. Also new curb construction shall include replacement of existing curb lot drains and the repainting of curb addresses per agency standards.

##### **303-5.5.4 Gutter**

[Add the following:].

When gutter is constructed at a rate of grade less than 0.30% it shall be water tested. If any portion of the newly constructed gutter is shown to pond water, that portion, including curb if applicable, shall be removed, reconstructed, and retested by the Contractor at no additional cost to the AGENCY. The exact limits of removal will be determined based on a survey conducted by AGENCY, unless otherwise directed by the Engineer.

##### **303-5.5.5 Alley Intersections, Access Ramps, and Driveways.**

[Add the following subsection 303-5.5.5.1:].

##### **303-5.5.5.1 Truncated Domes.**

ADA-compliant curb access ramps shall be constructed per Caltrans Standard Plan A88A/A88B. Truncated domes shall be surface applied to dry concrete utilizing the "Safety Step TD" tactile warning system or "Armor-Tile Tactile Systems" or AGENCY approved equal. The truncated domes shall be yellow in color, unless otherwise specified by Caltrans for State Highways or federally funded projects. If applied over stamped concrete, yellow traffic paint shall be applied. All products must carry a minimum 5-year warranty.

##### **303-5.9 Measurement and Payment.**

[Add the following:].

Payment for the construction or removal, respectively, of concrete curbs, gutters, curb ramps, cross gutters, v-gutters, driveway approaches, alley approaches, and sidewalk shall be made as shown on the Bid. Such price shall constitute full compensation for all equipment, materials, labor, and incidentals necessary for the construction or removal of said item, and shall include, but not be limited to: slot paving, any required saw cutting, removal and disposal of said items, the reconstruction of curb drains, the removal of any interfering tree roots, repainting curb addresses, the replacement of water meter boxes damaged during the removal of existing improvements and/or the construction of proposed improvements, and the adjustment of existing utilities and other improvements located within the area of work in order to match the proposed finished



surfaces and grades as indicated in the Project Plans and/or Specifications. Additionally, all depressed curb and gutter, and concrete sidewalk located within the limits of the new curb ramp, cross gutter, or driveway/alley approach shall be considered as part of said ramp, cross gutter, or approach and shall be paid for at the contract unit price bid for each item, respectively.

## **SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION**

### **306-3 TRENCH EXCAVATION**

#### **306-3.1 General.**

[Add the following:].

Upon approval by the Engineer, when backfilling operation of an excavation in the travel way, whether transverse or longitudinal cannot be properly completed within a work day, steel plate bridging with a nonskid surface and shoring may be required to preserve unobstructed traffic flow. In such cases, the following shall apply:

1. Steel plate used for bridging must extend a minimum of twelve (12) inches (300 mm) beyond the edge of the trench.
2. Steel plate bridging shall be installed to operate with minimum noise.
3. The trench shall be adequate to support the bridging and the traffic load. Contractor shall be responsible for determining whether shoring is necessary.
4. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plate.
5. Bridging shall be secured against displacement by adjustable cleats, shims, or other devices.

Approaches plate and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of two (2) dowels pre-drilled into the corners of the plate and drilled two (2) inches (53 mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope of 8.5% with a minimum of twelve (12) inches (300 mm) taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with either fines of asphalt concrete mix, concrete slurry or equivalent slurry satisfactory to the Engineer.

The Contractor shall be responsible for maintenance of the steel plates, shoring, and asphalt concrete ramps.

Unless specified, use of steel plate bridging at any given location should not exceed four (4) consecutive working days in any given week. Trench plates need to be set flush with pavement and secured in place as noted above for any durations over (4) days upon approval of the engineer. Backfilling of excavation shall be covered with a minimum of three (3") inches (78 mm) of temporary layer of cold asphalt concrete.

The following table shows the required minimal thickness of steel plate bridging for a given trench width:

<u>Trench Width</u>	<u>Minimum Plate Thickness</u>
1.0 foot (300 mm)	½ inch (13 mm)
1.5 foot (450 mm)	¾ inch (19 mm)
2.0 feet (600 mm)	7/8 inch (22 mm)
3.0 feet (900 mm)	1 inch (27 mm)
4.0 feet (1200 mm)	1 ¼ inch (35 mm)

For spans greater than four (4) feet (1200 mm), a structural design for the steel plate bridging shall be prepared by a registered civil engineer and approved by the Engineer. Steel plate bridging shall be designed for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual. The Contractor shall maintain steel plates with a non-skid surface having a minimum coefficient of friction equivalent to 0.35 as determined by California Test Method 342. The Contractor may use standard steel plate with known coefficient of friction equal or exceeding 0.35.

Payment for steel plate bridging shall be included in the other items of work involved and no additional payment will be allowed therefore.

#### **306-4 SHORING AND BRACING.**

[Add the following:].

Payment for trench shoring shall be considered to be included in the other items of work, which shall include full payment for furnishing shop drawings, all labor and materials, and performing all work as specified to brace excavations or provide an equivalent method for protection of workers per Section 6707 of the California Labor Code, and in accordance with these Plans and Special Provisions and no other measurement or additional compensation will be allowed therefor.

#### **306-5 DEWATERING.**

[Add the following:]

If groundwater is encountered, the Contractor shall dispose of it by any method acceptable to the Engineer. The trench shall be dewatered to a minimum depth of 12 inches below trench bottom. The cost of any dewatering shall be included in the other items of work and no additional compensation will be allowed therefor.

#### **306-6 BEDDING.**

##### **306-6.1 General.**

[Add to the last sentence of the fourth paragraph with the following:].

Additional bedding ordered by the Engineer, over the amount indicated on the plans due to unsuitable material, shall be paid for per Subsection 3-3.

[Add the following:].

Bedding for pipe, including sewer main and/or storm drain pipe, shall conform to AGENCY Standard Plans, **edition 2008**.

One or two foot standard lengths of pipe shall be used for inlet and outlet connection to the manhole assemblies.

**306-6.5      Placement and Compaction.**

**306-6.5.1    General.**

[Replace entire subsection with the following:].

The material in the bedding zone shall be placed and compacted mechanically. Water densified backfill will not be permitted. Unless the sheeting or shoring is to be cut off and left in place, compaction of bedding material for pipe shall be performed after the sheeting or shoring has been removed from the bedding zone, and prior to the placement of backfill.

Mechanical compaction shall conform to 306-12.3.

**306-15      PAYMENT.**

**306-15.1    General.**

[Replace entire subsection with the following:].

Payment for pipe and conduit will be made at the Contract Unit Price per linear foot (m). The Contract unit price shall include payment for

- a) all wyes, tees, bends, monolithic catch basin connections, and specials shown on the Plans;
- b) the removals of interfering portions of existing pipelines, sewers, storm drains, and improvements;
- c) the closing or removing of abandoned conduit and structures;
- d) the excavation of the trench;
- e) the control of ground and surface water;
- f) the preparation of subgrade;
- g) placing and joining pipe;
- h) pressure testing;
- i) video inspection;
- j) disinfection sample collection and delivery;
- k) backfilling the trench;
- l) temporary and permanent resurfacing;
- m) and all other work necessary to install the pipe or conduit, complete in place.

No additional compensation will be allowed therefor.

In addition, no separate or additional payment will be made for additional bedding or higher strength of pipe necessitated by the Contractor exceeding the maximum trench width.

## **PART 4 EXISTING IMPROVEMENTS**

### **SECTION 400 – PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

#### **400-1 General.**

[Replace the second and last paragraphs with the following:].

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

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

Relocations, repairs, replacements or reestablishments shall be equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All cost to the Contractor for protecting, removing, restoring, repairing, replacing, or reestablishing existing improvements shall be included in the bid in other items of work unless otherwise specified.

### **SECTION 402 – UTILITIES**

#### **402-1 LOCATION.**

[Add the following:].

The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate.

It shall be the Contractor's responsibility alone to determine the location of underground utilities or substructures of every nature and to protect them from damage.

The Contractor shall pothole all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by the Work.

The Contractor is required to pothole utility conduit crossings at all water mains and required to coordinate with the City's Water Utility Locator staff to verify and visualize that the utility conduit has a minimum 12" separation from the existing water main and that the water main is backfilled with minimum of 12" of sand. Water Utility Locator must be onsite to visualize the horizontal boring clearance of the water main and verify backfill material. If a pothole needs to

be closed and reopened for the horizontal boring, it is the Contractor's responsibility to reopen the crossing for separation clearance and backfill. Full compensation for pothole work shall be included in the price bid for other items of work and no additional compensation will be allowed.

**402-2 PROTECTION.**

[Replace the last sentence of the third paragraph with the following:].

Payment support or protection of such utility shall be considered as included in the bid for other items of work.

**402-4 RELOCATION.**

[Replace the second sentence of the last paragraph with the following:].

When not otherwise required by the plans and specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

**402-5 DELAYS DUE TO UTILITY CONFLICTS**

[Add the following paragraph:].

All notification to utility companies insofar as the relocation or removal of a utility shall be made by the Engineer based on Contractor's request as submitted to the Engineer at least 48 hours in advance of the needed work. Any costs for delay of the Contractor of utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect excepting thereof any delay cost incurred as a result of the utility company not responding at their agreed time.

## **SECTION 404 – COLD MILLING**

**404-1 General.**

[Replace first paragraph with the following:].

The Contractor shall cold mill existing pavement as shown on the Plans and specified in the Special Provisions. The type of pavement and depth to be cold milled shall be as shown on the Plans or specified in the Special Provisions. The presence of pavement fabric within the depth to be cold milled may exist in project. Removal of pavement fabric shall be included in the price bid for other items of work and no additional compensation will be allowed therefor. The surface after cold milling will be uniformly grooved or ridged unless otherwise specified in the Special Provisions. The outside lines of the milled pavement shall be neat and uniform.

The Contractor shall protect all existing facilities during the planing operation and repair or replace any damage facilities. These existing facilities shall include but not be limited to:

- A. Concrete curbs, gutters, driveways and sidewalks.
- B. Roadside signs.
- C. Trees and shrubs adjacent to the Work area.
- D. Utility lines, vaults, manholes, valves and signal detector loops.

**404-2 Milling Machine.**

[Add the following:].

The milling machine shall plane without tearing or gouging the underlying surface, shall be adjustable as to crown and depth by tilting the drum axis, and shall be capable of cutting sharp straight longitudinal edge joints in the pavement.

The surface tolerance permitted as measured along a 10 foot straight edge shall be 3/8 inch laterally (except in crown areas) and 3/16 inch longitudinally. If in the judgment of the Engineer, the joint cut varies from a straight line or ravel excessively, he may require the longitudinal joint to be saw cut.

**404-11      Payment.**

[Replace entire subsection with the following:].

The cost of any cold milling shall be included in the other items of work and no additional compensation will be allowed therefor.

# **PART 7**

## **STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS**

### **SECTION 700 - MATERIALS**

[The text of **PART 7** of the Standard Specifications is hereby deleted and replaced with the City of Huntington Beach Standard Special Provisions for the Construction of Traffic Signals and Street Lighting, 2005 edition. References to the Standard Plans and Special Provisions of the State of California shall be amended to reference the 2015 Standard Plans and 2010 Standard Specifications.]

The following are revisions to the City of Huntington Beach Standard Special Provisions for the Construction of Traffic Signals and Street Lighting.

Section 86-1.06- Reference to the sixth paragraph is revised to read the seventh paragraph.

Section 86-2.05C- Reference to the twenty-seventh paragraph is revised to read the twentieth paragraph.

Section 86-2.08E- The first sentence of the first paragraph shall be amended to read: Signal Interconnect cable (SIC) shall consist of AWG No. 19 (minimum) solid, copper conductors with the number of pairs as specified on the plans (12 pairs minimum). Cables shall be labeled in the direction of destination.

Section 86-2.09D- Reference to the eighth paragraph is revised to read the seventh paragraph.

Section 86-2.14A- The first sentence shall be deleted and replaced with the following:  
The costs of all equipment and materials testing, except as noted otherwise, shall be the contractor's responsibility.

Section 86-2.14A- Reference to the fourth paragraph is revised to read the second paragraph.

Section 86-2.14A- Reference to the sixth paragraph is revised to read the fourth paragraph.

Reference to Section 86-4.06 shall be revised to reference Section 86-4.03

The third sentence of the first paragraph of Section 86.4-08 is amended to read *add the following to Section 86-4.04.*

Reference to Section 86-6.065 is revised to reference Section 86-6.09. Reference to the fifth paragraph is revised to reference the first paragraph.

Reference to Section 86-9 is revised to reference Section 86-6.

All traffic signal electrical work must be performed by a traffic signal contractor who possesses a C-10 Electrical Contractor license.

All salvaged equipment shall be reviewed by traffic signal maintenance (George Ruff: (714) 536-5530) for acceptance. Equipment not accepted shall be come property of the contractor.

The Contractor shall submit the cost breakdown to the Engineer for approval within ten working days after the City awards the contract to the Contractor. The Engineer shall approve the cost breakdown in writing before any partial payment will be made.

The cost breakdown shall include the items listed in Section 86-1.03 of the State of California Standard Specifications for Construction of Local Streets and Roads, July 2006 edition.

Traffic signal pull box relocation: Traffic signal pull boxes shall be relocated 1 foot clear of proposed curb ramps. The work must be performed by a traffic signal contractor who possesses a C - 10 - Electrical Contractor license. Existing conduit runs to the pull box shall be relocated to the new pull box location. The conduit depth shall be not less than 24 inches nor greater than 36 inches below grade in PCC sidewalk areas. Depth shall be set to allow for a full 90° sweep (e.g., 24" depth for 2" conduit and 36" for 3" conduit). Since splices in traffic signal conductors shall not be made between terminal blocks, the conductors shall be replaced unless enough slack exists. In order to relocate the conduit in the curb return landing area, concrete shall be removed to the nearest construction joint/score. Splitting of panels is not allowed. Payment for relocation of traffic signal pull boxes, including all material and labor (e.g., pull boxes, gravel, conduit, conductor, concrete, saw cutting, excavation, relocation of adjoining conduit, and sidewalk construction) shall be per the price bid for Traffic Signal Pull Box Relocation. When the contract does not include a pay item for Traffic Signal Pull Box Relocation, full compensation shall be included in the price bid for the other items of work and no additional compensation will be allowed therefor.



## PART 8 LANDSCAPING AND IRRIGATION

### SECTION 800 – MATERIALS

#### **800-1        LANDSCAPING MATERIALS.**

[Add the following:].

Unless otherwise indicated on the Plans, the landscape and maintenance *requirements contained in* these Special Provisions shall govern this section. In the case of any discrepancy, the more stringent requirement shall apply as determined by the Engineer.

Due to the scale of drawings, it is not possible to indicate all offsets, fittings, sleeves, etc. which may be required. The contractor shall carefully investigate the structural and finished conditions affecting all of his work and plan his work accordingly, furnishing such fittings, etc., as may be required to meet such conditions. Drawings are generally diagrammatic and indicative of the work to be installed. The work shall be installed in such a manner as to avoid conflicts between irrigation systems, planting, and architectural features.

The Contractor shall not willfully install the irrigation systems as shown on the drawings when it is obvious in the field that unknown obstructions, grade differences or discrepancies in area dimensions exist that might not have been considered in engineering. Such obstructions or differences should be brought to the attention of the AGENCY's authorized representative. In the event this notification is not performed, the irrigation contractor shall assume full responsibility for any revision necessary.

The Contractor shall obtain and pay for any and all permits and all inspections as required.

Permission to shut off any water lines must be obtained from the AGENCY Inspector, who will make the necessary arrangements with the AGENCY. Disruption of existing systems shall be kept to a minimum.

Any disruptions in irrigation for periods longer than 7 days will require the contractor to provide manual watering.

The Contractor shall verify and be familiar with the location, size and detail of stubouts, provided as the source of water supply to the sprinkler system, as shown on plans.

The Contractor shall provide Submittals and follow the material list below:

1. The Contractor shall furnish the articles, equipment, materials, or processes specified by name in the drawings and specifications. No substitution will be allowed without prior written approval by the AGENCY.
2. Complete material list shall be submitted prior to performing any work. Material list shall include the manufacturer, model number and description of all materials and equipment to be used.

3. Equipment or materials installed or furnished without prior approval of the AGENCY may be rejected and the Contractor required to remove such materials from the site at his own expenses.
4. Approval of any item, alternate or substitute indicates only that the product or products apparently meet the requirements of the drawings and specifications on the basis of the information or samples submitted.
5. Manufacturer's warranties shall not relieve the Contractor of his liability under the guarantee. Such warranties shall only supplement the guarantee.

**800-1.1.1 General.**

[Add the following:].

Prior to amending the areas where severe compaction exists, the subsurface soil should be ripped or tilled to a 9 inch depth. Uniformly broadcast and blend the materials and quantities listed below with existing soil to a 6 inch depth in all planting and turf areas. Remove all existing weeds from the surface. Remove all roots and nodes or nuts of Bermuda-Johnson Grass, Nut Grass and dispose off site. Initial irrigations should be especially thorough to provide some additional leaching.

The Contractor shall have a soil analysis made after completion of the rough grading. Site to be rough graded by Landscape Contractor to within 0.1 foot plus or minus by the City based upon Plans. The materials and quantities listed below are provided for bidding purposes only. Soil test (Agronomy Report) recommendations shall supersede the following required applications, ratios, and materials as approved by the AGENCY:

AMOUNT PER 1000 SQ. FT. OF PLANTING OR TURF AREA

- 4 cu. yds. nitrogen fortified organic amendment  
(compost\* or redwood or fir sawdust)
- 15 lbs. 6-20-20 XB® w/ micronutrients
- 20 lbs. soil sulfur
- 100 lbs. agricultural gypsum

\*Rates and fertilizers may have to be adjusted depending on analysis of the selected compost.

Shape mounds as shown on plans. Contractor to import soil as necessary and have approval by City prior to delivery to the site. Any import will have a City Approved Agricultural Suitability Report to attain design grades and berms. All import shall be free of weeds and debris. Contractor shall dispose of buried debris and deleterious materials found upon any excavation, to any convenient dump or off site location at no expense to City.

**800-1.2 Soil Fertilizing and Conditioning Materials.**

**800-1.2.1 General.**

[Add the following:].

For maintenance fertilization of all turf, groundcover, and mass planting areas, uniformly broadcast sulfur coated urea at the rate of 5 lbs. per 1000 sq. ft. The first application should occur approximately 30 days after planting, with repeat applications every 60-90 days or as growth and color dictate. In early fall and spring, substitute a complete fertilizer such as 16-6-8, or equal, for the sulfur coated urea at the rate of 6 lbs. per 1000 sq. ft. to ensure continuing supplies of phosphorus and potassium. Tree and shrub plantings can be maintained with the above fertilizers; however, the frequency between applications should be every 120 days, with the first application

90 days after planting. Follow each fertilization with a thorough irrigation. When plants have become well established, fertilizer applications can be less frequent.

Apply systemic weed killer 'Round-up' to all planting areas per manufacturer's specifications as required for weed control/removal.

#### **801-4 PLANTING.**

##### **801-4.1 General.**

[Add the following:].

City may request inspection of delivery slips for planting materials to verify specified quantities of bulk deliveries. Close supervision of these items will be strictly adhered to.

Substitutions for the indicated plant materials will be permitted provided the substitute materials are approved in advance by the AGENCY and the substitutions made at no additional cost. Except for the variations so authorized, all substitute plant materials shall conform to the requirements of these specifications. If accepted substitute materials are of less value than those indicated or specified, the contract price will adjusted in accordance with provisions of contract.

All plants shall have a habit of growth that is normal to the species, be sound, healthy, vigorous, and free from weeds, insect pests, plant diseases, sun scalds, fresh abrasions of the bark, excessive abrasions or other objectionable disfigurements. Tree trunks shall be sturdy and well "hardened off". The plants shall have normally well-developed branch systems and vigorous and fibrous root systems which are not root or pot bound. Plants shall be grown in nurseries which have been inspected by the State Department of Agriculture and have complied with its regulations. AGENCY shall have the right to reject plants which do not meet the specified conditions or accepted standards of the trade.

##### **801-1.4.5 Tree and Shrub Planting**

[Replace the fifth item in fifth paragraph with the following.]

5) A circular water basin slightly larger than the planting hole, 4 inches high for trees and 2 inches high for shrubs, shall be left around the plant. The bottom of the basin shall be at approximate finish grade or slightly lower. Engineered Wood Fiber (EWF) Manufactured softwoods and /or hardwoods blunt or soft chopped ends, controlled size average 1"to 2" in length containing a maximum 15% fine pine needles to aid in knitting, non-toxic free of paint, chemicals, additives or metals or AGENCY approved equal shall be spread at least 3 inches thick in the basin.

[Add the following to fifth paragraph.]

h) The top of the shrub root ball should be at or slightly above final grade, and trees 1½" above finish grade.

i) To improve soil chemistry, uniformly blend 2 lbs. of iron sulfate and agricultural gypsum per cubic yard of backfill soil. Handle iron sulfate with caution since it will severely stain moist concrete.

j) Organic material is not required in the backfill; however, the amended surface soil or a soil blend consisting of no more than 10% by volume organic matter can be placed in the upper 12 inches of

backfill only. Soil below this depth should not contain any added organic matter because of the threat of plant disease and/or anaerobic soil conditions developing.

k) Place slow release fertilizer tablets in the upper 12 inches of backfill at manufacturer's recommended rates. If fertilizer amended soil is used as a backfill the addition of slow release fertilizer tablets is not necessary.

l) Do not cover the original root ball with other soil. A temporary soil berm shall be constructed around the outer edge of the root ball to help channel water into the root ball and then into surrounding soil until roots are established in the backfill and the root ball is no longer the sole source of water for the plant.

m) A weed and turf free zone, 3 feet in diameter, shall be maintained just around the tree. A 3 inch deep layer of Engineered Wood Fiber (EWF) Manufactured softwoods and /or hardwoods blunt or soft chopped ends, controlled size average 1" to 2" in length containing a maximum 15% fine pine needles to aid in knitting, non-toxic free of paint, chemicals, additives or metals or agency approved equal shall be placed around the tree or shrub; mulch shall be kept a minimum 4-6 inches from the trunk.

n) Planting shall not commence until all construction work, grading, soil improvements, and irrigation except for tree irrigation laterals has been completed.

#### **801-4.6 Plant Staking and Guying.**

##### **801-4.6.1 Method "A" Tree Staking.**

[Delete Subsection in total].

##### **801-4.6.2 Method "B" Tree Staking.**

[Replace entire Subsection with the following:].

**801-4.6.2 Method "C" Tree Staking.** The tree shall be staked with 2 inch diameter lodge pole pine, copper naphthenate treated 10 feet long driven 36 inches into the ground. The stakes shall be 18 inches from each side of the tree trunk, and stakes and tree shall be in a plane parallel to the street centerline. Ties shall be made of 1 inch or wider by 32 inches long (min) 'gro-straight' rubber type. Two tie locations shall be used; one at 2 inches from the top of each stake and one at 36 inches above the ground. Ties shall be loops secured to the stake on both ends and shall be long enough to provide for 3 inches of slack to permit the tree trunk limited movement in any direction. Anchor ties to stakes at both sides with 4D galvanized roofing nails bent over back of post. Pre Drill all holes. Refer to City Std. Plan No. 714.

#### **801-5 IRRIGATION SYSTEM INSTALLATION.**

##### **801-5.1 General.**

[Add the following:].

The Contractor shall furnish all necessary materials, labor, and equipment required to complete the work of installing the irrigation system in accordance with the Plans and Specifications.

Trenches through paved areas shall be resurfaced in accordance with 306-1.5.

After completing the irrigation system, the Contractor shall submit drawings showing the location of pull boxes, pipe, valves, tubing, wiring, controllers, and electrical services as constructed. The drawings submitted shall be noted as "Record Drawings" and shall be completed on copy-pressed Mylar's (4 mil. min.). The Contractor shall indicate all irrigation equipment locations by dimension. Each valve, mainline pipe, sleeve, meter, backflow preventer, controller wire, automatic controller and electrical service shall be located and dimensioned from two points of architectural permanence, e.g., curbs, walls, or buildings. The record drawings shall be prepared by a competent draftsman using reproducible Mylar originals supplied by the City. Final record drawings will be approved by the AGENCY Representative prior to preparing the irrigation controller charts and Mylar's. Copy-pressed Mylar's (4 mil. min.) shall be provided as final record drawings in 24" x 36" and 11" x 17" formats. Record drawings shall be of the complete construction plan set.

Contractor shall provide all labor, materials, and equipment necessary to furnish and install the irrigation system as shown on the plans and as specified herein, including but not limited to irrigation materials and related appurtenances, water meter assembly(ies), connections to water and electrical utilities, excavation and backfill of pipe, trenches, temporary and permanent trench resurfacing and grinding, record drawings, guarantees, permits and licenses, testing and inspections and clean-up operations.

**Controller Charts:** The Contractor shall prepare an irrigation controller chart indicating the Record Drawing serviced by that particular controller. All valves shall be numbered to match the actual field operation schedules. Only those areas controlled by that controller shall be shown. This chart shall be made from the irrigation system record drawings, entire or partial, showing buildings, walks, roads, parking, and walls. A photo static print of this plan, reduced as necessary, and legible in all details, shall be made to a size as directed by the AGENCY. Do not prepare controller charts until record drawings have been approved by the AGENCY's representative. Provide one chart for each automatic controller installed. Identify the area of coverage of each remote control valve, using a distinctly different pastel color, drawn over the entire area of coverage. Charts must be completed and approved prior to final review and acceptance of the irrigation system. This chart shall be approved by the AGENCY representative and shall be hermetically sealed in 20 mil. plastic. This shall then be secured to the inside of each automatic controller. Show controller designation on each chart.

#### **801-5.2 Trench Excavation and Backfill.**

[Replace the second paragraph with the following:]

Unless otherwise specified, the minimum depth of cover over pipelines and conduit shall be as follows:

- a) Electrical conduit -36 inches (36 inches under roadways).
- b) Waterlines continuously pressurized -24 inches (36 inches under roadways).
- c) Lateral sprinkler lines -18 inches.

[Replace the fourth paragraph with the following:]

Trenches and excavations shall be backfilled so that the specified thickness of topsoil is restored to the upper part of the trench. Trenches for pipe shall be cut to required grade lines, and compacted to provide an accurate grade and uniform bearing for the full length of the line.

Where it is necessary to excavate adjacent to existing trees, the Contractor shall use all possible care to avoid injury to trees and tree roots. Excavation in areas where 2 inch and larger

roots occur, shall be done by hand. All roots 2 inches and larger in diameter, except directly in the path of pipe or conduit, shall be tunneled under and shall be heavily wrapped with burlap, to prevent scarring or excessive drying. Where a ditching machine is run close to trees having roots smaller than 2 inches in diameter, any exposed roots shall be protected and if any are damaged, they shall be trimmed clean with a hand pruning saw only. The walls of the trench adjacent to the tree shall be closed within 24-hours and where this is not possible the side of the trench adjacent to the tree shall be kept shaded with burlap or canvas.

**Backfilling:**

1. Backfill shall not be placed until the installed sprinkler irrigation system has been inspected and approved by the AGENCY's representative.
2. Backfill material shall be approved soil. Unsuitable material, including clods and rocks over 1 inch in size, shall be removed from the premises and disposed of legally at no cost to the AGENCY.
3. All backfilling shall be done carefully and shall be properly tamped. Sandy soil only shall be tamped and inundated with water to eliminate any voids.
4. Surplus earth remaining after backfilling shall be disposed of on the premises as directed by the AGENCY's representative.
5. Where excavating or "jacking" is required under asphalt pavement, sidewalks, roads, etc. care shall be taken in backfilling with sand, tamping, and inundating with water.
6. Sand backfill, where required shall be per detail(s) on plan.
- 7.

**801-5.3 Irrigation Pipeline Installation.**

**801-5.3.1 General.**

[Add the following:].

Changes in pipeline size shall be accomplished with reducer fittings.

The AGENCY reserves the right to make temporary repairs as necessary to keep the sprinkler system equipment in operating condition. The exercise of this right by the AGENCY shall not relieve the Contractor of his responsibilities under the terms of the guarantee as herein specified.

**801-5.4 Installation of Valves, Valve Boxes, and Special Equipment.**

[Add the following:].

Thrust Blocking of main irrigation lines shall be provided at all directional changes when PSI exceeds 65 PSI.

All isolation valves 2 inches or larger shall be supplied with service handles and supported with 1 foot square depth concrete footing below waterline.

**801-6 MAINTENANCE AND PLANT ESTABLISHMENT.**

[Replace the first paragraph with the following:]

The Contractor shall maintain all planted areas on a continuous basis as they are completed during the progress of the work and for an additional 365 days after AGENCY acceptance.

[Add the following:]

Maintenance includes the following:

- A. At the completion of each day's work and prior to the check inspection, the Contractor shall legally dispose of trash, refuse, debris, containers, etc., off the premises. All scars, ruts, or mars in the area cause by Contractor's work shall be repaired at Contractor's expense.
- B. After all work indicated on the drawings or herein specified has been completed, inspected and approved by the AGENCY, the Contractor shall maintain all planted areas by means of continuous watering and weeding, following mowing, edging and/or other operations necessary for their care and upkeep for a period of not less than 365 days. At the end of the maintenance period, all plant materials shall be in a healthy, growing condition.
- C. All planted areas shall be fertilized as follows: Apply 16-20-0 commercial fertilizer at 10lbs/1000sq ft on the 28<sup>th</sup>, 58<sup>th</sup>, 88<sup>th</sup>, 118<sup>th</sup>, 148<sup>th</sup>, 178<sup>th</sup>, 208<sup>th</sup>, 238<sup>th</sup>, 268<sup>th</sup>, 298<sup>th</sup>, 328<sup>th</sup>, 358<sup>th</sup> day.
- D. At the end of the maintenance period, lawn area will be cut to specified height and neatly trimmed and edged; all sprinklers and appurtenances, risers, valves, etc.) in operating condition; controller programmed according to sprinkler plan: "As-Built" sprinkler drawings completed in a legible manner; and total plant counts verified.
- E. All paved areas shall be kept continuously clear of mud, debris, and puddles
- F. All seeded turf and/or slope areas must be fully germinated displaying a vigorous, healthy cover of specified varieties with no "bare" areas.
- G. Hoses, maintenance equipment and materials shall be neatly stored when not in use in an area authorized by the AGENCY.
- H. Maintenance foreman on the job shall be competent English-speaking supervisor, experienced in landscape and maintenance and capable of discussing matters with the Landscape Architect on the site.
- I. Workmen shall present a neat appearance at all times and shall conduct all work operations and dealings with the public in a diplomatic and courteous manner. Workmen shall be fully clothed at all times in a dress suitable for the job.
- J. The Contractor shall be responsible for notifying the City Public Works Department 48 hours (two working days) in advance for the following inspections:
  - a) Pre job meeting on site
  - b) Inspect Irrigation sleeving
  - c) Inspect forming, pouring, and finishing of concrete
  - d) Inspect rough grade
  - e) Inspect removal of street and base material
  - f) Inspect all delivery receipts @ time of delivery prior to acceptance
  - g) Inspect trees, shrubs, and groundcovers @ delivery
  - h) Inspect soil preparation
  - i) Inspect trenching for irrigation and drainage
  - j) Inspect valves, backflow device, quick couplers, controller and head locations
  - k) Inspect irrigation coverage
  - l) Inspect planting process
  - m) Inspect herbicide, fertilization or pre-emergent applications
  - n) Inspect tree staking and tying
  - o) Inspect final installation
  - p) Monthly maintenance walk
- K. In the event that the Contractor requests inspection of the work and it is substantially incomplete, the Contractor maybe responsible for inspection costs.

**801-8 PAYMENT.**

[Replace the entire subsection with the following:]

The cost of any landscaping shall be included in the other items of work and no additional compensation will be allowed therefor.

**801-9 GUARANTEE.**

[Add the entire subsection:]

The entire irrigation control system shall be guaranteed against defects in materials and workmanship for a period of 1 year from the date of acceptance. Contractor shall furnish a faithful performance bond in the amount specified in the Contract Documents to cover the guarantee. If, within one year from the date of acceptance, settlement occurs and adjustments in pipes, valves and sprinkler heads, sod or paving is necessary to bring the system, sod or paving to the proper level of the permanent grades, the Contractor, as part of the work under his contract, shall make all adjustments without extra cost to the AGENCY, including the complete restoration of all damaged planting, paving, or other improvements of any kind. Should any operational difficulties in connection with the sprinkler system develop within the specified guarantee period which in the opinion of the AGENCY may be due to inferior material and/or workmanship, said difficulties shall be immediately corrected by the Contractor to the satisfaction of the AGENCY at no additional cost to the AGENCY including any and all other damage caused by such defects.

Guarantees include the following:

- A. The Contractor, in protecting his own interests, is obligated to periodically check work areas during his guarantee period to insure proper maintenance procedures are being implemented.
- B. In case of negligent or improper maintenance, the Contractor shall state in writing to the AGENCY his observations and recommendations. Any claims not in writing will not be considered.
- C. All cutting, sod, and container plants up to and including 15 gallon size shall be guaranteed by the Contractor as to growth and health for a period of ninety (90) days after completion of maintenance period and final acceptance.
- D. Boxed and field-grown trees shall be guaranteed by the Contractor to "live and grow" in an "Acceptable, upright position" for a period of one (1) year after completion of the specified maintenance period and/or final acceptance. Definition of "live and grow" and "Acceptable, upright position" shall mean that the tree must, during the guarantee period, sustain a healthy, vigorous appearance. It shall not defoliate more than 30% nor shall 30% of the foliage be dried and unhealthy in appearance. If the tree, during the guarantee period does not sustain this specified appearance, it shall be removed and replaced by a tree equal to the original specification. Any damage to contiguous planting, structure, lighting or sprinklers during replacement operations shall be replaced and/or repaired at the Contractor's expense.
- E. The Contractor shall, within fifteen (15) days of written notification by AGENCY, remove and replace all guaranteed plant materials which for any reason fail to meet the requirements of the guarantee. Replacement shall be made with plant materials originally specified and shall meet original guarantees.



Appendices are not included with this Public Works Commission attachment.