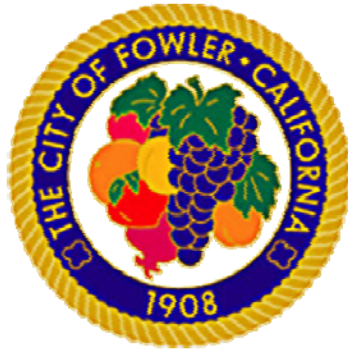


CONTRACT DOCUMENTS
FOR
ADAMS AVENUE RECONSTRUCTION PHASE II & III
STPL 5173 (033) & STPL 5173 (035)



CITY OF FOWLER
FRESNO COUNTY, CALIFORNIA
March 2021



PETERS ENGINEERING GROUP
A CALIFORNIA CORPORATION

CONTRACT DOCUMENTS
FOR
ADAMS AVENUE RECONSTRUCTION PHASE II & III
STPL 5173 (033) & STPL 5173 (035)

CITY OF FOWLER
FRESNO COUNTY, CALIFORNIA
March 2021



March 9, 2021

David Peters, PE

Date



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NOTICE TO CONTRACTORS

Sealed proposals will be received at the office of the City Clerk of the **City of Fowler, 128 South 5th Street, Fowler, CA 93625 until 1:30 p.m., March 30, 2021** at which time they will be publicly opened and read at said office, for construction in accordance with the specifications therefore, to which special reference is made as follows:

ADAMS AVENUE RECONSTRUCTION PHASE II & III STPL 5173 (033) & STPL 5173 (035)

The work to be done consists, in general, of removal and reconstruction of existing asphalt concrete pavement, construction of concrete ADA curb ramp and concrete valley gutter, striping and signage.

Plans and specifications applying to this project may be reviewed and purchased at: Peters Engineering Group, 862 Pollasky Avenue, Clovis, California 93612 at the non-refundable price of \$40.00 per set. Checks shall be made payable to the City of Fowler. Plans and specifications may also be viewed on the website of the Central California Builders Exchange and the Tulare / Kings County Builders Exchange. Only those who have purchased plans and specifications from the office of Peters Engineering Group will be considered eligible prime bidders. Planholder names may be obtained from Peters Engineering Group (559) 299-1544.

Planholder names may be obtained from Peters Engineering Group (559) 299-1544.

Inquiries regarding this project should be directed to the David Peters, City Engineer at (559) 299-1544. Oral explanations or interpretations of plans and specifications are not binding. Any explanation, interpretation or clarification of plans and specifications will be in the form of a written addendum to the plans and specifications issued to planholders of record.

Bids shall be submitted in a sealed envelope addressed to the City of Fowler and labeled with the name of the bidder, the name of the project and the statement "Do Not Open Until the Time of Bid Opening."

Bid security in the amount of then (10) percent of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check or certified check shall accompany the bid. Bid security shall be made in favor of the City of Fowler.

No contract will be awarded to a contractor who has not been licensed in accordance with the provisions of the Contractors State License Law, California Business and Professions Code, Division 5, Chapter 9, as amended, or whose bid is not on the proposal form included in the contract document. **A valid California Contractor's License, Class A, General Engineering, is required for this project.**

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
ADAMS AVENUE RECONSTRUCTION PHASE II & III
STPL 5173 (033) & STPL 5173 (035)

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.

The City of Fowler has established a participation goal for Disadvantaged Business Enterprises (DBEs) of 6% for Adams Avenue Reconstruction Phase II & III.

The City of Fowler hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise, Minority Business Enterprise, and Women-Owned Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. Said wage determinations are on file with the City Clerk and are incorporated herein by reference.

Minimum wage rates for this project have been determined by the Secretary of Labor. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates predetermined by the Director of the Department of Industrial Relations of the State of California for similar classifications of labor, the contractor and his subcontractors shall pay not less than the higher wage rate.


Bids are required for the entire work described herein. Bids will be compared on the basis of the total of bid items.

The successful bidder shall furnish a faithful performance and labor and materials bonds each in the amount of 100 percent of the contract amount. Said bonds shall be issued by a surety company who is an admitted surety insurer authorized by the California Department of Insurance to transact business in this state, and acceptable to the City of Fowler. Bidders are cautioned that representations made by surety companies will be verified with the California Department of Insurance and that the City of Fowler will not accept a surety company with a Best's rating of less than B.

Pursuant to Public Contract Code Section 22300, substitution of securities for any moneys withheld by the City of Fowler to ensure performance under the contract shall be permitted.

The City Council reserves the right to reject any or all bids.

Dated: March 9, 2021



By: David Peters, City Engineer

CITY COUNCIL - CITY OF FOWLER - STATE OF CALIFORNIA

ADAMS AVENUE RECONSTRUCTION PHASE II & III

STPL 5173 (033) & STPL 5173 (035)

SPECIAL PROVISIONS

SECTION 1 - SPECIFICATIONS AND DRAWINGS FOR WORK

The work embraced herein shall be done in accordance with the 2010 State Standard Specifications and the 2010 Standard Plans of the State of California, Department of Transportation insofar as the same may apply and in accordance with the following special provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting provisions.

For the purpose of this contract, the following interpretations shall be used in place of the terms or pronouns used throughout the Standard Specifications and defined in Section 1, Definition of Terms, of the Standard Specifications, as follows:

TERM	INTERPRETATION
State/Owner	City of Fowler
Department	The City Council of the City of Fowler
Director	City of Fowler City Manager
Engineer	The City Engineer of the City of Fowler, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Department of Transportation	The City of Fowler, Department of Public Works
Contractors	The person or persons, co-partnerships or corporation, private or municipal, who have entered into a contract with the City of Fowler as party or parties of the second part, or his or her legal representatives.

All work shall comply and conform to the Contract Documents and the following Drawings of the City of Fowler Standards and Department of Transportation Standard Plans:

CITY OF FOWLER

<u>Drawing Number</u>	<u>Description</u>
ST-10	6 – Inch Concrete Curb
ST-11	Concrete Sidewalk
ST-12A	Curb Ramp Type A
ST-13	Concrete Valley Gutter Street Intersection
W-2	Fire Hydrant Installation and location

and with the Plans for ADAMS AVENUE RECONSTRUCTION PHASE II & III incorporated herein by reference.

SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

GENERAL

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.33C, "Subcontractor List," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found following the signature page of the Proposal.

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

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

2-1.015 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal-aid contract, the making of any federal grant or

loan, or the entering into of any cooperative agreement.

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

A certification for federal-aid contracts regarding payment of funds to lobby Congress or a federal agency is included in the Proposal. Standard Form -LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification. The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

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

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

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Title 49 CFR 26.13(b):

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

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

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the Agency specifies a goal for Disadvantaged Business Enterprises (DBEs). DBE is a firm that meets the definition of DBE.

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

Meet the DBE goal shown in the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

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

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

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

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

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer, nor a regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

DBE Commitment Submittal

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

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

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

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

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

Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be

considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

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

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

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

or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

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

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications for the requirements and conditions concerning award and execution of the contract.

Award shall be made to the lowest responsible bidder within 60 days after opening of proposals, subject to extension for such further period as may be agreed upon between the City Council of the City of Fowler and the bidder concerned.

The right is reserved to reject any and all proposals.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, good faith effort to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, good faith efforts to do so is a condition for being eligible for award of contract.

All Bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

SECTION 4 - BEGINNING OF WORK, TIME OF COMPLETION, LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.04 "Start of Job Site Activities," to Section 8-1.05 "Time," and to Section 8-1.10 "Liquidated Damages" of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within 15 days after receiving a Notice to Proceed by the City of Fowler and shall diligently prosecute the same to completion before the expiration of

60 WORKING DAYS

from the date shown in said Notice to Proceed.

The Contractor shall pay to the City of Fowler the sum of

ONE THOUSAND DOLLARS (\$1,000.00)

per day for calendar each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

The Contractor shall not be assessed liquidated damages for delay in completion of the projects, when such delay was caused by the failure of the City of Fowler or the owner of the utility to provide for removal or relocation of the existing utility facilities.

SECTION 5 - GENERAL PROVISIONS

5-1.01 LAWS TO BE OBSERVED

In addition to the provisions of Section 7 - 1.02 of the Standard Specifications, the Contractor shall observe and comply with the appropriate ordinances of the City of Fowler.

5-1.02 PREVAILING WAGES

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.

Said wages are on file with the Clerk to the Fowler City Council, 128 South 5th Street, Fowler, CA 93625, and are incorporated herein by reference.

Copies of the wage rates may be obtained upon request from the City of Fowler, Public Works Department, 128 South 5th Street, Fowler, CA 93625. Telephone (559) 834-3113.

The Engineer shall furnish the Contractor a copy of the wage rate schedule and such copy shall be posted at the job site where it shall be available to any interested party.

Attention is also directed to Section "Federal Wage Decision" of these Special Provisions, and to the "Notice to Contractors".

5-1.03 APPRENTICES

Attention is directed to the provisions in Section 7-1.02k(4) of the Standard Specifications.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, Ex Officio The Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, 2550 Mariposa St., Fresno, California 93721.

5-1.04 PERMITS AND LICENSES

Attention is directed to Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications" of the Standard Specifications and these Special Provisions. The Contractor shall possess a business license from the City of Fowler prior to the start of work.

The Contractor shall also be issued a "no fee" street encroachment permit from the City of Fowler Public Works Department. Said permit shall address a schedule of work for each project and an appropriate traffic control plan to be developed by the Contractor subject to

the approval of the City Engineer.

The Contractor is not required to obtain a double encroachment permit from Caltrans and no Fresno County permit is required.

Full compensation for all costs involving permits, including obtaining the permits and paying all fees and charges associated therewith (including any inspection fees), shall be included in the amount bid for mobilization, and no separate payment will be made therefor.

5-1.05 SUBCONTRACTING

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," of the Standard Specifications, Section 2, "Bidding," Section 3, "Contract Award and Execution," elsewhere in these special provisions.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 11 of these special provisions. This requirement shall be enforced as follows:

Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

The DBE information furnished under Section 5-1.13B, "Disadvantage Business Enterprises," of these special provisions is in addition to the subcontractor information required to be furnished under said Section 5-1.13, "Subcontracting," and Section 5-1.13B(1), "General," of the Standard Specifications.

In accordance with the Federal MBE regulations Section 23.45(f)(2) Part 23, Title 49 CFR:

1. No substitution of a DBE subcontractor shall be made at any time without the written consent of the Department, and
2. If a DBE subcontractor is unable to perform successfully and is to be replaced, the contractor will be required to make good faith efforts to replace the original DBE subcontractor with another DBE subcontractor.

The requirement in Section 5-1.13B, "Disadvantaged Business Enterprises," of these special provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

5-1.06 DAMAGE BY STORM, FLOOD, TIDAL WAVE OR EARTHQUAKE

The provisions in Section 5-1.39B of the Standard Specifications shall not apply.

5-1.07 INCREASED OR DECREASED QUANTITIES

Attention is directed to the provisions in Section 3.21 of the City of Fowler Standard Specifications, with the exception of paragraph 2. The City reserves the right to increase or decrease the quantity of any bid item or portion of the work or to omit any bid item or portion of the work, as may be deemed necessary by the Engineer to complete this contract. No adjustment in unit price(s) will be allowed nor any additional compensation of

any kind will be paid, in the event of any increase or decrease of any contract item(s), regardless of the amount of such increase or decrease, including complete deletion of any item(s).

5-1.08 ARBITRATION

The provisions in Section 9-1.22 of the Standard Specifications shall not apply.

5-1.09 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.

5-1.10 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. Suspension 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 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.

5-1.11 QUALITY ASSURANCE

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

5-1.12 TRENCHING AND EXCAVATION

In accordance with Section 7104 of the California Public Contract Code, the following provisions shall apply to any contract involving digging of trenches or other excavations that extend deeper than four feet below the surface:

(a) The contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:

- (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) The Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, shall issue a change order in accordance with the provisions of Section 3.21 of the General Conditions of the City of Fowler Standard Specifications.

(c) In the event that a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

5-1.13 PUBLIC SAFETY

In addition to any other measures taken by the Contractor pursuant to the provisions of Section 7-1.04, "Public Safety," of the Standard Specifications, the Contractor shall install temporary railing (Type K) between any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

(1) Excavations - Any excavation, the near edge of which is 12 feet or less from the edge of the lane, except:

- (a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
- (b) Excavations less than one foot deep.
- (c) Trenches less than one foot wide or irrigation pipe or electrical conduit or excavations less than one foot in diameter.
- (d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
- (e) Excavations in side slopes, where the slope is steeper than 4:1.
- (f) Excavations protected by existing barrier or railing.

(2) Temporarily Unprotected Permanent Obstacles - Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

(3) Storage Areas - Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

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

Approach speed of
public traffic
(Posted Limit)
(Miles Per Hour)

Work Areas

Over 45

Within 6 feet of a traffic lane but not on a traffic lane

35 to 45

Within 3 feet of a traffic lane but not on a traffic lane

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer. The lane closure provisions of this section shall not apply if the

work area is protected by permanent or temporary railing or barrier.

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

5-1.14 GUARANTY AND BONDS

A material guaranty for a period of 12 months from the date of acceptance for the following items of work as designated in the proposal will be required and shall conform to the provisions in Section 6-3.06, "Guarantee," of the Standard Specifications. The guaranty shall be signed and delivered to the Engineer before acceptance of the contract. A guaranty form for this purpose is included in the proposal.

The terms of the guarantee shall be clearly stated and shall be approved by the Engineer prior to the acceptance of the contract.

The two contract bonds required by Section 3-1.05, "Contract Bonds" of the Standard Specifications may be reduced upon completion of the contract 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 guaranty period. The payment bond shall not be reduced until the expiration of the time required by Section 3249 of the Civil Code.

Full compensation for furnishing the guaranty and bonds will be considered as included in the contract price or prices paid for the items of work involved and no additional compensation will be allowed therefor.

5-1.15 COOPERATION

Attention is directed to Section 5-1.20, "Coordination With Other Entities" of the Standard Specifications.

The Contractor shall cooperate with other contractors or forces that may be working in the vicinity of this project.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefor.

5-1.16 PARTIAL PAYMENT

Attention is directed to Section 9-1.16, "Progress Payments" of the Standard Specifications.

The first estimate for partial payment will be submitted within 60 days from the date shown as the first day of work in the notice to proceed, and monthly thereafter.

5-1.17 PAYMENT OF WITHHELD FUNDS

Substitution of securities for any moneys withheld by the Owner to ensure performance under

a contract shall be permitted, provided that substitution of securities provisions shall not apply to contracts in which there will be financing provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S. C. Sec. 1921 et seq.), and where federal regulations or policies, or both, do not allow the substitution of securities.

At the request and expense of the Contractor and in compliance with Public Contract Code Section 22300, securities equivalent to the amount withheld pursuant to these specifications shall be deposited by the Contractor with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such withheld amounts to the contractor upon written authorization of the Owner.

Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loans certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the Owner.

Securities to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor.

The Contractor shall be beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

The Contractor shall enter into an escrow agreement satisfactory to the Owner, which agreement shall substantially comply with Public Contract Code section 22300.

The Contractor shall obtain the written consent of the surety to such escrow agreement.

5-1.18 FINAL PAYMENT

Final payment for the work will be made in accordance with the standard City of Fowler procedures.

5-1.19 ASSIGNMENT

Attention is directed to Section 5-1.12 of the Standard Specifications and these Special Provisions.

The Contractor shall not assign monies due or to become due him under the Contract without the written consent of the Owner. Any assignment of monies shall be subject to all proper setoffs in favor of the City of Fowler and to all deductions provided for in the contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the City of Fowler for the completion of work in the event that the Contractor should be in default therein.

Full compensation for restoring the property to its original state or providing corrective measures necessary after the property is disturbed by construction shall be considered as included in the various contract items of work and no separate payment will be made therefor.

5-1.20 RESOLUTION OF CONTRACT CLAIMS

Public works contract claims of three hundred seventy-five thousand (\$375,000) or less which arise between a contractor and a local public agency shall be resolved in accordance with the provisions of Article 1.5 (Sections 20104-20104.6, inclusive) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code. Article 1.5 requires that its provisions or a summary thereof be set forth in the plans and specifications for any work that may give rise to a claim thereunder. Accordingly, this contract incorporates all of the terms and conditions of Article 1.5, as follows:

Article 1.5 Resolution of Contract Claims

20104. (a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the State or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2 For any claim subject to this article, following requirements apply:

(a) the claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information,

whichever is greater.

(c)(1) For claims of over fifty thousand (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) If following the meet and confer conference the claim or any portion remain in dispute, the claimant may file a claim pursuant to 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 claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meeting and confer conference.

20104.4 The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by the mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to the judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of Civil Procedure)

shall apply to any proceeding brought under this subdivision consistent with the rule pertaining pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process. Arbitrators shall be experienced in construction law.

20104.6 (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

5-1.21 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS

The DBEs listed by the Contractor in response to the requirements in the section of these special provisions entitled "Submission of DBE Information, Award, And Execution of Contract", which are determined by the Department to be certified DBEs, shall perform the work and supply the materials for which they are listed unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to utilize other forces or sources of materials may be requested for the following reasons:

(1) The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.

(2) The listed DBE becomes bankrupt or insolvent.

(3) The listed DBE fails or refuses to perform his subcontract or furnish the listed materials.

(4) The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.

(5) The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial accordance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of work

(6) It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

5-1.22 SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records of all subcontracts. The records shall show those subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. Such records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report – Utilization of Disadvantaged Business Enterprises – (DBE), First-Tier Subcontractors" (Exhibit 17-F/Form CEM-2042) and certified correct by the Contractor or his authorized representative, and shall be furnished to the Engineer.

5-1.23 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

5-1.24 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications. 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 or deficient subcontract performance or noncompliance by a subcontractor.

5-1.22 SURVEY MONUMENTS

General. Survey monuments shall be installed at the locations shown on the Plans or directed by the Engineer. Monuments shall conform to the dimensions and details shown on the Plans, and shall be case in neat holes cut in the pavement without the use of forms.

If not specified in the Special Provisions, then the City shall furnish survey marker disks. The Contractor shall place the marker disk in survey monument before the concrete block has acquired its initial set and shall be firmly bedded in the concrete. The disk shall be so located

that when the disk is inserted, the reference point will fall within a one inch circle in the center of the disk.

5-1.23 SURVEYING

Permanent Survey Markers. The Contractor shall notify the Engineer at least seven (7) days before starting work in order that the Engineer may take necessary measures to insure the preservation of survey monuments and bench marks. The Contractor shall preserve property line monuments, block corner monuments, centerline monuments, benchmark monuments, government corners, and control monuments that are specified on the plans and/or discovered during the construction process, except where their destruction is unavoidable when the Contractor is proceeding in accordance with accepted practice.

When a monument cannot be saved from destruction, the Contractor shall notify the Project Inspector and the Project Engineer 48 hours prior to their destruction. The Contractor shall not disturb permanent survey monuments or bench marks without the consent of the Engineer, and shall bear the expense of replacing any that may be disturbed. The location of said monuments shall be determined by the Engineer.

Survey Construction Stakes. Such stakes or marks will be set by the Engineer as he determines to be necessary to establish the lines and grades required for the completion of the work specified in these Specifications, on the Plans and in the Special Provisions. When the Contractor requires such stakes or marks, he shall notify the Engineer of his requirements in writing a reasonable length of time in advance of starting operations that require such stakes or marks. In no event shall a notice of less than two (2) working days be considered a reasonable length of time. Stakes and marks set by the Engineer shall be carefully preserved by the Contractor. In case such stakes and marks are destroyed or damaged they will be replaced at the Engineer's earliest convenience. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and marks which in the judgment of the Engineer were carelessly or willfully destroyed or damaged by the Contractor's operations. This charge will be deducted from any moneys due or to become due the Contractor.

SECTION 6 - NOT USED

SECTION 7 - FORCE ACCOUNT PAYMENT

7-1.01 LABOR SURCHARGE

Attention is directed to the provisions in Section 9-1.04B of the Standard Specifications. The labor surcharge to be added to the actual wages paid, as defined in Section 9-1.04B of the Standard Specifications, shall be 13 percent of the actual wages, except as provided for the premium portion of dump truck operation wages as provided in the Equipment Rental Rates referred to in Section "Equipment Rental Rates" of these Special Provisions.

7-1.02 RECORDS

The Contractor shall maintain records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations.

The Contractor shall furnish to the Engineer completed daily extra work reports, on forms furnished by the Engineer, or from the contractor and approved by the Engineer, for each day's extra work to be paid for on a force account basis no later than the second working day following the work for labor and equipment involved and no later than the fifth working day for material invoices and specialized forces. The daily extra work reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces, except for charges described in Section 9-1.05 "Extra Work Performed by Specialists." The daily extra work reports shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment, and hours operated.

Unless otherwise permitted by the Engineer, no payment will be made for extra work on a force account basis if it has not been reported within the time and in the manner specified.

7-1.03 EQUIPMENT RENTAL RATES

Attention is directed to the provisions of section 9-1.03A(3) of the Standard Specifications. The equipment rental rates to be paid are listed in a table entitled "County of Fresno, Public Works & Development Services Department, Equipment Rental Rates" on file with the Clerk of the Board of Supervisors, Room 301, Hall of Records, Fresno, California, and are incorporated herein by reference.

Copies of the equipment rental rates may be obtained from the County of Fresno, Public Works & Development Services Department, Design Services Section, Seventh Floor, Fresno County Plaza Building, 2220 Tulare Street, Fresno, California 93721. Phone (559) 262-4109

The rates to be applied to this project are the latest rates dated on or before the date of approval of this contract for advertising. The date of approval for advertising appears on the last page of the Notice to Contractors for this project.

7-1.04 FORCE ACCOUNT PAYMENT

The second paragraph of Section 9-1.04A, of the Standard Specifications and the second and third sentences of Section 9-1.04D(5), "Non Owner Operated Dump Truck Rental" of the Standard Specifications shall not apply.

SECTION 8 - MATERIALS

8-1.01 GENERAL

Attention is directed to Section 6 of the Standard Specifications and Special Provisions.

ADAMS AVENUE RECONSTRUCTION PHASE II & III
STPL 5173 (033) & STPL 5173 (035)

All materials required to complete the work under this contract shall be furnished by the Contractor.

A certificate of compliance may be required for materials used on this contract as directed by the Engineer.

When requested by the Engineer, the supplier or contractor shall furnish, without charge, samples of all materials entering into the work, and no material shall be used prior to approval by the Engineer. Samples of the material from local sources shall be taken by or in the presence of the Engineer; otherwise the samples will not be considered for testing.

8-1.02 TESTING

Whenever a specified percent relative compaction by California Test No. 216 or 231 is required and the material or portion thereof so tested fails to meet or exceed the relative compaction specified, retests shall be performed at the expense of the Contractor. A charge of \$60 for each additional retest shall be deducted from the monies due or that may become due the Contractor under the contract.

8-1.03 MEASUREMENT OF MATERIALS

Attention is directed to Section 9-1.02 "Measurement" of the Standard Specifications and these Special Provisions.

8-1.04 TRADE NAMES AND ALTERNATIVES

Whenever an article, or any class of materials, is specified by trade name or by the name of any particular patentee, manufacturer or dealer, or by reference to the catalog of any such manufacturer or dealer, it shall be taken as intending to mean and specify the article or material described or any other equal thereto in quality, finish and durability, and equally as serviceable for the purpose for which it is or they are intended. The intent of the plans and specifications is to specify high grade standard equipment, and it is not the intent of these plans and specifications to exclude or omit the products of any responsible manufacturer, if such products are equal in every respect to those mentioned herein.

8-1.05 BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Section 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America"

requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein.

The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

8-1.06 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

The Department maintains a trade name list of approved prequalified and tested signing and delineation materials and products. Approval of prequalified and tested products and materials shall not preclude the Engineer from sampling and testing of the signing and delineation materials or products at any time.

None of the listed signing and delineation materials and products shall be used in the work unless material or product is listed on the Department's List of Approved Traffic Products. A Certificate of Compliance shall be furnished as specified in Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications for signing and delineation materials and products. The certificate shall also certify that the signing and delineation material or product conforms to the prequalified testing and approval of the Department of Transportation, Division of Traffic Operations and was manufactured in conformance with the requirements in the approved quality control program.

Materials and products will be considered for addition to the approved prequalified and tested list if the manufacturer of the material or product submits to the Division of Traffic Operations a sample of the material or product. The sample shall be sufficient to permit performance of required tests. Approval of materials or products will be dependent upon a determination as to compliance with the specifications and test the Department may elect to perform.

The following is a listing of approved prequalified and tested signing and delineation materials and products:

PAVEMENT MARKERS, PERMANENT TYPE

REFLECTIVE

Apex, Model 921 (4"x4")

Pavement Markers, Inc., "Hye-Lite" (4"x4")

Ray-O-Lite, Models SS (4"x4"), RS (4"x4") and AA (4"x4")

Stimsonite, Models 88 (4" x4"), 911 (4"x4"), 953 (2.75"x4.5")

Ray-O-Lite, Model 2002 (2.2"x4.7")*

Stimsonite, Model 948 (2.3"x4.7")*

- * Not to be used on asphalt concrete surfaces in desert regions as determined by the Engineer

REFLECTIVE WITH ABRASION RESISTANT SURFACE (ARS)

Ray-O-Lite "AA" ARS (4"x4")

Stimsonite, Models 911 (4"x4"), 953 (2.75"x4.5")

Ray-O-Lite, Model 2002 (2.2"x4.7")*

Stimsonite, Model 948 (2.3"x4.7")*

- * Not to be used on asphalt concrete surfaces in desert regions as determined by the Engineer

REFLECTIVE WITH ABRASION RESISTANT SURFACE (ARS)

(Used for recessed applications)

Stimsonite, Model 948 (2.3"x4.7")

Ray-O-Lite, Model 2002 (2.2"x4.7")

Stimsonite, Model 944SB (2"x4")*

Ray-O-Lite, Model 2004 ARS (2"x4")*

- * For use only in 4.5-inch wide (older) recessed slots

NON-REFLECTIVE FOR USE WITH EPOXY ADHESIVE

Apex Universal (Ceramic)

Highway Ceramics, Inc. (Ceramic)

NON-REFLECTIVE FOR USE WITH BITUMEN ADHESIVE

Apex Universal (Ceramic)

Apex Universal, Model 929 (ABS)

Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)

Highway Ceramics, Inc. (Ceramic)

Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)

Interstate Sales, "Diamond Back" (ABS)

Loomis Plastics, D-Dot (ABS)

Pavement Markers, Inc., (Marker Supply) - Models A1107 and AY1108 (ABS)

Road Creations, Model RCB4NR (Acrylic)

PAVEMENT MARKERS, TEMPORARY TYPE

TEMPORARY MARKERS FOR LONG TERM DAY/NIGHT USE (6 months or less)

Apex Universal, Model 924 (4"x4")

Davidson Plastics, Model 3.0 (4"x4")
Elgin Molded Plastics, "Empco-Lite" Model 901 (4" Round)
Highway Technologies, Megalites (4"x4")
Road Creations, Model R41C (4"x4")
Vega Molded Products "Temporary Road Marker" (3"x4")

TEMPORARY MARKERS FOR SHORT TERM DAY/NIGHT USE (14 days or less)
(For seal coat or chip seal applications, clear protective covers are required)

Apex Universal, Model 932
Davidson Plastics, Models T.O.M., T.R.P.M. and "HH" (High Heat)
Hi-Way Safety, Inc., Model 1280/1281

STRIPING AND PAVEMENT MARKING MATERIALS

PERMANENT TRAFFIC STRIPING AND PAVEMENT MARKING TAPE

Advanced Traffic Marking, Series 300 and 400
Brite-Line, Series 1000
Swarco Industries, "Director 35" (For transverse application only)
Swarco Industries, "Director 60"
3M, "Stamark" Series 380 and 5730
3M, "Stamark" Series A320 Bisymetric (For use on low-volume roadways only)
3M, "Stamark" Series A420, A440, N420 and N440 (For transverse application only)

TEMPORARY REMOVABLE STRIPING AND PAVEMENT MARKING TAPE (6 months or less)

Advanced Traffic Marking, ATM Series 200
Brite-Line, Series 100
P.B. Laminations, Aztec, Grade 102
Swarco Industries, "Director-2"
3M, "Stamark" Brand, Detour Grade, Series 5710 and Series A620

PREFORMED THERMOPLASTIC (Heated in place)

Flint Trading, "Premark" and "Premark 20/20 Flex"
Pavemark, "Hotape"

REMOVABLE TRAFFIC PAINT

Belpro, Series 250/252 and No. 93 Remover

CLASS 1 DELINEATORS

ONE-PIECE DRIVEABLE FLEXIBLE TYPE, 66"

Carsonite, Curve-Flex CFRM-400
Carsonite, Roadmarker CRM-375
Davidson Plastics, "Flexi-Guide Models 400 and 566"
GreenLine Model HWD1-66 and CGD1-66
J. Miller Industries, Model JMI-375 (with soil anchor)

SPECIAL USE FLEXIBLE TYPE, 48"

Carsonite, "Survivor" with 18" U-Channel anchor
FlexStake
GreenLine Models HWD and CGD (with 18" soil anchor)
Safe-Hit with 8" pavement anchor (SH248-GP1)
Safe-Hit with 15" soil anchor (SH248-GP2) and with 18" soil anchor (SH248-GP3)

SURFACE MOUNT FLEXIBLE TYPE, 48"

Bent Manufacturing Co., "Masterflex" Model MF-180EX-48"
Carsonite, "Super Duck II"
FlexStake, Surface Mount

CHANNELIZERS

SURFACE MOUNT TYPE, 36"

Bent Manufacturing Co., "Masterflex" Models MF-360-36(Round) and MF-180-36(Flat)
Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
Carsonite, Super Duck II Model SDCF203601MB "The Channelizer"
Davidson Plastics, Flex-Guide FG300
FlexStake, Surface Mount
GreenLine, Model SMD-36
The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
The Line Connection, "Dura-Post" Model DP36-3C (Temporary)
Repo, Models 300 and 400
Safe-Hit, Guide Post, Model SH236SMA

OBJECT MARKERS

TYPE "K", 18"

Carsonite, Model SMD-615
Repo, Models 300 and 400
Safe-Hit, Model SH718SMA
The Line Connection, Model DP21-4K

TYPE "K-4", 18"-24"

(Shown as "Q" in the Traffic Manual)

Carsonite, Super Duck II

Repo, Models 300 and 400

Safe-Hit, Models SH824SMA--WA and SH824GP3--WA

The Line Connection, Model "DP21-4Q"

TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS

IMPACTABLE TYPE

Astro Optics "FB"

Davidson Plastics, Model PCBM-12

Duraflex Corp., "Flexx 2020" and "Electriflexx"

NON-IMPACTABLE TYPE

Astro-Optics, JD Series

Stimsonite, Model 967 (with 3 1/4" Acrylic cube corner reflector)

Stimsonite, Model 967LS

Vega Molded Products, Models GBM and JD

THREE BEAM BARRIER MARKERS (For use to the left of traffic)

Duraflex Corp., "Railrider"

Davidson Plastics, "Mini" (3"x10")

REFLECTIVE SHEETING

CHANNELIZERS, BARRIER MARKERS AND DELINEATORS

3M, High Intensity

Reflexite, PC-1000, Metalized Polycarbonate

Reflexite, AC-1000, Acrylic

Reflexite, AP-1000, Metalized Polyester

Reflexite, AR-1000, Abrasion Resistant Coating)

Stimsonite, Series 6200 (For rigid substrate devices only)

TRAFFIC CONES, 13" Sleeves

Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

TRAFFIC CONES, 4" and 6" Sleeves

3M Series 3840

Reflexite Vinyl or "TR" (Semi-transparent)

BARRELS AND DRUMS

Reflexite, "Super High Intensity"
3M Series 3810

BARRICADES, Type I, Engineer Grade

American Decal, Adcolite
Avery Dennison, 1500/1600
3M, Scotchlite, Series CW

SIGNS, Type II, Super Engineer Grade

Avery Dennison, "Fasign" 2500 Series
Kiwalite, Type II
Nikkalite 1800 Series

SIGNS, Type III, High Performance

3M, Series 3780

SIGNS, Type IV, High Performance

Stimsonite Series 6200

SIGNS, Roll-Up Signs

Reflexite, Vinyl (Orange), Reflexite "SuperBright" (Fluorescent orange)
3M Series RS34 (Orange) and RS20 (Fluorescent orange)

SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS

ALUMINUM

FIBERGLASS REINFORCED PLASTIC (FRP)

Sequentia, "Polyplate"
Fiber-Brite

SECTION 09 - DESCRIPTION OF WORK AND WORK INCLUDED

9-1.01 DESCRIPTION OF WORK

The work to be done consists, in general, of removal and reconstruction of exist asphalt concrete pavement, construction of concrete ADA curb ramp and concrete valley gutter, striping and signage.

All work shall be in accordance with City of Fowler Standard Specifications and Standard Plans. The work is more specifically delineated by the plans and specifications described in these Special Provisions and in the City of Fowler, County of Fresno, State of California.

9-1.02 WORK INCLUDED

This project includes, but is not necessarily limited to, all work shown on City of Fowler plans for "ADAMS AVENUE RECONSTRUCTION PHASE II & III," these Special Provisions, all drawings, plans, and specifications referenced elsewhere in these Special Provisions, as well as all work necessary or related to this project, as required to fulfill the intent of the plans and specifications for this project.

It is the intent of these Special Provisions to completely construct the various items of work as required to provide a finished and completed project to the highest standards of the industry consistent with these plans and specifications. All such work as shown and in compliance with the plans and specifications shall be included under the bid item. Any and all items of work not specifically listed or defined, but required to complete the project and fulfill the intent of the plans and specifications, shall be included under the bid item Miscellaneous Facilities.

No additional or separate payment will be made for work incidental or related to the bid items. All reference to contract measurement and payment shall be as shown under these Special Provisions as they supersede all other references.

The work includes all necessary clearing, grubbing, removals, pulverization, excavation, grading, roadway preparation, roadway construction, preservation, maintenance and/or restoration of all existing facilities, signs, structures, etc., which are to remain in service; matching and meeting of existing grades; miscellaneous concrete work and utility box/manhole adjustment; and all incidental work related to the project.

SECTION 10 - CONSTRUCTION DETAILS

10.1 MOBILIZATION

This item is bid on a lump sum basis and shall consist of compensation for the movement of personnel, equipment, supplies and incidentals to the project site, and for the costs of bonds and insurance.

Full compensation for all labor, materials, equipment, tools, and incidentals and for doing all work involved in "Mobilization" as specified herein, including the cost of bonds and insurance

shall be considered as included in the lump sum paid amount for “Mobilization” and no additional payment will be made.

10.2 TRAFFIC CONTROL

This item shall be bid lump sum and shall conform to these specifications and the State of California, “Manual on Uniform Traffic Control Devices.”

Compliance with the requirements of said manual shall be considered as a minimum requirement and it shall be the responsibility of the Contractor to provide additional safety devices when necessary to maintain a safe condition. An approved traffic control plan is required prior to beginning construction. The traffic control plan shall incorporate the restrictions below.

The Contractor shall maintain two-way traffic on Adams Avenue during concrete construction.

On major streets, if construction in the paved travel lanes is necessary, at least one twelve (12') foot wide paved lane in each direction of travel shall be maintained at all times. No more than one residential street may be closed at one time and no intersection shall be closed more than forty- eight (48) hours.

Raising of utilities shall be done with two-way traffic control. Micro-cracking of the cement stabilized subgrade shall begin 48 to 72 hours after final compaction and Local traffic shall have access to the new pavement after the micro-cracking process is completed.

PHASE 1 – is located on Adams Avenue from 5th Street to 2nd Street

Work includes removal of existing pavement, preparation of the subgrade using Full Depth Reclamation with Cement, and paving full section of Adams Avenue from STA 25+01.01 to 2nd Street northwest curb return at STA: 38+62.54 including the curb returns on North 4th Street at STA 28+80.52. Work will also include ADA ramp improvements, and curb and gutter within the limits of phase I as show on plans.

A minimum of one travel lane in each direction shall be kept open during pavement and concrete reconstruction, using appropriate traffic control, during working hours. During non-working hours, road shall be open to traffic in both directions. Concrete improvements shall be constructed prior to pavement reconstruction.

PHASE 2 – is located on Adams Avenue from 2nd Street to Temperance Avenue.

Work includes removal of existing pavement, preparation of the subgrade using Full Depth Reclamation with Cement, and paving full section of Adams Avenue from STA 38+62.54 to Temperance Avenue at STA: 73+64.70 including the curb returns on North 2nd Street at STA 39+19.33, and North Armstrong Avenue at STA 48+33.40. Work will also include valley gutter, ADA ramp improvements, and curb and gutter within the limits of phase II as show on plans.

A minimum of one travel lane in each direction shall be kept open during pavement and concrete reconstruction, using appropriate traffic control, during working hours. During non-working hours, road shall be open to traffic in both directions. Concrete improvements shall be

constructed prior to pavement reconstruction and the valley gutter on Armstrong Avenue shall be constructed half at a time. The intersection of Armstrong Avenue and Adams Avenue shall remain open with a minimum of one travel lane in each direction during pavement and concrete reconstruction.

PHASE 3 – is located on Adams Avenue from 5th Street to 2nd Street.

Work includes removal of existing pavement, preparation of the subgrade using Full Depth Reclamation with Cement, and paving full section of Adams Avenue from STA 25+01.03 to 2nd Street northwest curb return at STA: 38+62.54 including the curb returns on South 4th Street at STA 30+10.78, South Mariposa Street at STA 32+69.71, and South 3rd Street at STA 35+45.66. Work will also include valley gutter, ADA ramp improvements, and curb and gutter within the limits of phase III as show on plans.

A minimum of one travel lane in each direction shall be kept open during pavement and concrete reconstruction, using appropriate traffic control, during working hours. During non-working hours, road shall be open to traffic in both directions. Concrete improvements shall be constructed prior to pavement reconstruction.

PHASE 4 – is located on Adams Avenue from 2nd Street to Temperance Avenue.

Work includes removal of existing pavement, preparation of the subgrade using Full Depth Reclamation with Cement, and paving full section of Adams Avenue from STA 38+62.54 to Temperance Avenue at STA: 73+64.70 including the curb returns on South Tuolumne Street at STA 40+28.59, South 2nd Street at STA 40+52.38, South 1st Street at STA 45+36.42, South Merced Street at STA 48+19.05, South Vista Avenue at STA 50+96.96, and South Main Street at STA 54+39.21. Work will also include valley gutter, ADA ramp improvements, sidewalk, and curb and gutter within the limits of phase IV as show on plans.

A minimum of one travel lane in each direction shall be kept open during pavement and concrete reconstruction, using appropriate traffic control, during working hours. During non-working hours, road shall be open to traffic in both directions. Concrete improvements shall be constructed prior to pavement reconstruction.

The Contractor shall provide temporary safe pedestrian passageways and ADA access around a construction site at all time. Complete pedestrian paths of travel shall be provided by the Contractor in accordance with the latest edition of the California MUTCD and the most current version of the State of California Division of the State Architect Access Compliance (DSA-AC) Reference Manual. The Contractor shall pay the City \$100 per calendar day for each location where the Contractor fails to provide a complete pedestrian path of travel. Said payment shall be deducted from the Contract amount.

Payments will be prorated over the term of the construction contract.

Full compensation for all labor, materials, equipment, tools, and incidentals including implementation of any detours shall be considered as included in the lump sum paid amount for "Traffic Control" and no additional payment will be made.

10.3 DUST CONTROL

This bid item shall be bid per lump sum and shall conform to the City Standard Specifications and comply with applicable San Joaquin Valley Air Pollution District requirements.

Full compensation for all costs involved in Dust Control will be considered as included in the price bid for the various items and all work incidentals shall be included in the lump sum price bid for "Dust Control".

10.4 LEAD COMPLIANCE PLAN

This item shall conform to the provisions of Standard Special Provision 7-1.02K(6)(j)(iii) "Earth Material Containing Lead", Standard Special Provision 14-11.12 "Remove Yellow Traffic Stripe and Pavement Marking with hazardous Waste Residue", Standard Special Provision 36-4 "Containing Lead from Paint and Thermoplastic", and Standard Special Provision 84-9.03C "Remove Traffic Stripes and Pavement Markings Containing Lead" of the 2015 State Standard Specifications and these special provisions.

The contract price paid for "Lead Compliance" Plan includes full compensation for all labor, materials, equipment, tools, and incidentals as included in the contract price paid for Lead "Compliance Plan" and no additional payment will be made.

10.5 CLEARING AND GRUBBING

This bid item shall be bid lump sum and shall conform to the provisions of Section 9 of the City Standard Specifications.

Full compensation for all costs involved in "Clearing and Grubbing", including labor, materials, tools, equipment, incidentals, removal and disposal of all materials, roots, existing concrete, existing paving and/or other obstructions not specified above as required by the plans and specifications within the entire right-of-way or those features conflicting with work to be performed, and all work incidental shall be included in the unit price paid for "Clearing and Grubbing".

10.6 GRIND AND REMOVE EXISTING ASPHALT PAVEMENT

This bid item shall conform to the applicable portions of the plans, these specifications, and in accordance with the City Standards and Specifications. This bid item shall include preparation, layout, lowering of existing manholes and valves, grinding to the depth required, and all other work required to accomplish the work in a good and workmanlike manner.

Measurement will be per square yard.

Full compensation for all labor, materials, tools, equipment, and incidentals shall be considered as included in the unit price paid for "Grind and Remove Existing Asphalt Pavement".

10.7 13 INCH FULL DEPTH RECLAMATION WITH CEMENT (FDR)

This bid item shall conform to the applicable portions of the plans, these specifications, and in accordance with the City Standards and Specifications.

Measurement will be by square yard.

PART - 1 GENERAL

1.1 WORK INCLUDED

- A. Full Depth Reclamation (FDR) shall consist of the following:
 - 1. Pulverizing the existing materials and constructing a mixture of pulverized existing AC, aggregate, soil, cement, and water to achieve a 12- inch (thickness per plan) thick cement treated base section, in accordance with this specification and in conformity with the lines, grades, thickness and cross sections shown on the plans. The top of the FDR layer shall be set so that the 4-inch section of new asphalt concrete placed on top will achieve the finished pavement lines, grades, and slopes shown on the plans.
 - 2. Re-grading and hauling away excess material, as necessary, to meet the finished pavement thicknesses, lines, grades, and slopes shown on the Plans.
 - 3. Compact, fine grade to the finish grades shown on the Plans, cure and micro-crack the completed FDR base material surface prior to placement of asphalt concrete, in accordance with the specifications provided below.
 - 4. FDR material shall be constructed in a series of parallel lanes such that longitudinal and transverse joints are minimized.

1.2 SUBMITTALS

- A. Submittals shall be as specified in Special Provisions, Section 3100 – Submittals
- B. Submittals shall include the following:
 - 1. Certificates of Compliance for Portland cement.
 - 2. Certified weight tickets of cement delivered to the project location.
 - 3. Submit a detailed work plan to the Engineer a minimum of 2 weeks prior to the start of construction including a list of equipment to be utilized in performance of the work. The work plan shall describe the equipment and methods for the pulverization, dust control, blending, chemical treatment, moisture conditioning and compaction of the cement treated materials will be conducted.
 - 4. FDR work plan, delineating beginning and ending of each day's work.
 - 5. Quality Control Plan to the Engineer a minimum of 2 weeks prior to the start of construction identifying:

- i. The Contractor's plan to periodically confirm that the required thicknesses of the FDR-C layer is provided;
 - ii. The Contractor's plan to confirm that the gradation of the pulverized/blended materials is achieved;
 - iii. The Contractor's plan to confirm the moisture content of the materials to be treated.
 - iv. The Contractor's plan to confirm the grade and flatness tolerances for the finished cement treated base.
- 6. The Contractor performing the FDR-C work shall possess a minimum of 3 years of documented experience performing similar cement treatment activities for pavement support. The Contractor shall have a representative on the site with a minimum of 3 years of experience in cement stabilization and all personnel shall be properly trained in the cement treatment process, including quality control procedures and safety.

The three low bidders shall complete and submit the Certification of Cement Stabilization Subcontractor's Experience and Qualifications form within 24 hours following the bid opening.

PART - 2 MATERIALS

2.1 PORTLAND CEMENT

- C. Portland Cement shall be Type II in conformance with the provisions in Section 90-1.02B (2) "Cement," of the Standard Specifications. Mineral admixtures shall not be substituted for cement.

2.2 WATER

- A. Water shall conform to the provisions in Section 90-1.02D, "Water," of the Standard Specifications.
- B. Water may be added to facilitate the uniform mixing of the emulsified recycling agent and the cold milled material. Water used for FDR shall be clean and free of foreign substances and shall not cause an adverse effect on the FDR mixture.
- C. Water known to be of potable quality may be used without testing, all other water shall require testing.

2.3 PULVERIZED MATERIAL

- A. The existing asphalt concrete surface shall be pulverized and mixed with underlying base materials and subgrade soil to the specified depths and widths in accordance with the Plans.

- B. The asphalt concrete surfacing and underlying base/soil materials shall be pulverized such that 100 percent of the (dry weight) material passes a 2 ½ inch sieve, a minimum of 95 percent passes a 2 inch sieve, and a minimum of 85 percent passes a 1½-inch sieve.
- C. The pulverized materials shall be free of rocks greater than 2-1/2 inches, roots, sod, weeds, wood, and construction debris.

PART – 3 CONSTRUCTION

3.1 GENERAL

- D. After asphalt pulverization and prior to beginning any cement treatment, the existing subgrade shall be graded to conform to the typical sections, lines, and grades as shown on the Plans.
- E. The subgrade shall be trimmed sufficiently low to allow for the added cement volume, proper material compaction, and subsequent layers of asphalt concrete surfacing.

3.2 SURFACE PREPARATION

- A. Before any FDR work begins, the Contractor shall prepare the existing roadway by:
 - 1. Removing from the roadway all dirt, vegetation, standing water, combustible materials, oils, raised roadway markings, and other objectionable materials by sweeping, blading, or other approved method.
 - 2. Adjusting affected utilities down or accommodating for utilities prior to FDR in some other means to the satisfaction of the Engineer.
 - 3. Accurately referencing the profile and cross slope as shown on the plans for the finished surface of the FDR material.
 - 4. Contractor shall make written notations of all facilities to be lowered and raised after paving using three fixed points. A copy of the tie recording shall be provided to the City prior to lowering facilities.
 - 5. The Contractor shall verify, as required, that sufficient cover is present over existing underground utilities to perform the work without damage to the existing utilities by potholing or other methods acceptable to the Engineer.
 - 6. The Contractor shall maintain a minimum of six (6) inches of clearance between the bottom of the proposed stabilized base section, to the top of the existing utility. If the existing soil conditions are unstable (yielding), the minimum clearance shall be increased to twelve (12) inches.
 - 7. When an existing utility is located within the stabilized base section, the Contractor shall utilize other methods to install the stabilized base section.

Contractor shall prepare a description of the alternate method for approval by the Engineer prior to implementation at no additional cost to the City.

3.3 *PORTLAND CEMENT APPLICATION*

- A. Portland cement shall be applied at a rate of 4.0 percent by weight of the in place dry material to a depth of 12- inches (thickness per plan). For estimating purposes, an in-place dry unit weight of mixed soil (AC, AB, and subgrade soils) of 120 pcf should be used as the basis for the application rate.
- B. The cement shall vary no more than 0.5% under and not more than 1.0% over the specified cement content. However, the moving average of the rate of cement content inspections shall not be less than the specified cement content.
- C. During the project, the City may order an increase or decrease in the rate of application of cement. If the Engineer orders a change to the original quantity of cement, calculated as:

(Square Feet of FDR-C) x (Application rate above),

Then, an adjustment to the contract shall be made based on the Increase or Decrease in Cement for FDR-C Method unit price provided by the Contractor in the bid schedule, and as described in the Explanation of Bid Items section of these specifications.

- D. Cement shall be distributed using a non-pressurized mechanical vane-feed spreader, equipped with on-board scales and controls, capable of spreading the cement at the prescribed rate of application. Tailgate spreading of cement will not be permitted. The application percentage should be demonstrated through the use of pan tests performed by the Owner's Lab Contractor, contractor shall notify the Owner's Representative one (1) week in advance of operations for the purpose of coordinating testing with the Owner's Lab. Cement shall not be spread upon the prepared material more than two hours prior to the mixing operation. No traffic other than the mixing equipment shall be allowed to pass over the spread concrete for two hours after the mixing operation is complete.
- E. Spreading operations shall be conducted in such a manner to minimize hazard to construction personnel and the public.
- F. Cement shall not be spread upon the prepared material more than four hours prior to concrete mixing.

3.4 *CONCRETE MIXING*

- A. Mixing of the FDR material, cement, and water shall be done with a four-wheel drive rotary mixer (CMI RS-650, Caterpillar RM500, or equivalent). The mixing machine shall have equipment provisions for introducing water at the time of mixing through a metering pump device.

- B. Initial Mixing: The full depth of the treated subgrade shall be mixed a minimum of two times with the approved mixing machine. At least one of the two mixes shall be done while introducing water into the soil through the metering pump device on the mixer. Water shall be added to the subgrade during mixing to provide a moisture content of at least 3.0 percent above the optimum moisture of the soil-cement mixture to ensure chemical action of the cement, aggregate, and soil.
- C. To ensure a uniformly treated section, any material or soil around manholes, utility risers, or valves and adjacent to curbs/gutters or in corners, must have that material pulled out by the Contractor, to the depth of treatment, where it is accessible to be mixed with the cement. After that material is mixed with cement, it shall be placed back and compacted to specification.
- D. Mixing and re-mixing shall continue until the material is uniformly mixed and free of streaks or pockets of cement. Mix uniformity and depth shall be assessed visually and by use of Phenolphthalein to verify color uniformity and pH greater than 10. After initial mixing, a test pit shall be excavated to the full depth of the section and phenolphthalein shall be applied to the exposed material in order to verify the base has been mixed uniformly.
- E. After initial mixing, the stabilized subgrade shall be lightly rolled and graded.

3.5 *COMPACTION*

- A. The mixture shall be compacted in a single layer. The Contractor shall regulate the sequencing of the cement treatment operations such that the final compaction of the FDR mixture to the specified density will be completed within 2-1/2 hours after the initial application of water during the re-mixing operation.
- B. Compaction shall be by means of steel drum, pad foot and/or segmented-wheel rollers of sufficient capacity to compact the full depth. Areas inaccessible to rollers shall be compacted to the required density by other means satisfactory to the City.
- C. The field dry density of the compacted mixture shall be at least 95% percent of the maximum dry density as determined in accordance with ASTM D 1557. In the event of a failed compaction test the entire area represented by said test shall be re-worked and re-tested at the Contractor's sole expense.
- D. Should the treated sub-grade yield under the weight of the compaction equipment, compaction effort shall cease in an effort to not compromise the section; in this case, the maximum achievable field density may be accepted by the Owner, or an alternate remedial plan may be proposed by the Contractor.

3.6 QUALITY CONTROL AND TESTING

Test Type	Test Procedure	Number of Tests
Maximum Dry Density & Optimum Moisture	ASTM D1557	For each soil type treated, with at least 1 test/10,000 ft ²
Spread Rate	Pan Test (Minimum Pan Area of 3 square feet)	One test for every spreading operation with at least 1 test every 250 lf
Mix Uniformity and Depth	Visual and Phenolphthaleine to verify pH greater 10.5. pH indicator color shall also be uniform.	Shall be performed after final mixing. 1 test/500 LF with minimum of 2 tests per separate operation area, if less than 500 LF.
Field Dry Density & Moisture	Nuclear Gage or Sand Cone through the depth of the treated zone.	1 test/500 LF with minimum of 2 tests per separate operation area, if less than 500 LF
Resistance "R" Value of FDR	CTM 301 (Minimum 78)	Minimum one (1) test per day Perform additional tests for separate mixing operations and change in materials

1. Frequency of tests is based on the length of a treatment pass.
2. Frequency of pan tests shall be increased as necessary at project start-up to establish a construction procedure to maintain the recommended spread rate.
3. The nuclear gage moisture shall be correlated and corrected daily based on oven-dried soil moistures.
4. Treated bulk samples shall be obtained from the subgrade and delivered to the laboratory for any required testing within two (2) hours after mixing is completed.

3.7 FINISHING AND CURING

- A. After the final layer of cement stabilized subgrade has been compacted, it shall be brought to the required lines and grades in accordance with the Plans, and shall be kept at the specified moisture.
- B. The finished surface of cement treated base shall not vary more than 0.08-feet above or below the grade established by the Engineer. The thickness of the cement treated base shall not be more than 0.08-feet thinner than the specified thickness at any point.

- C. The completed section shall then be finished by rolling with a steel drum or other suitable roller approved by the Engineer. Any necessary trimming (cuts only) shall be completed within 24 hours of mixing.
- D. The completed cement-stabilized subgrade shall be moist-cured until completion of micro-cracking.
- E. The cement-stabilized subgrade shall be kept free from heavy traffic during the curing period or until the asphalt concrete surfacing is placed whichever is less, unless otherwise directed by the Engineer.

3.8 MICRO-CRACKING

- A. Micro-cracking of the cement stabilized subgrade shall begin 48 to 72 hours after final compaction.
- B. Micro-cracking of the section shall be accomplished by a 12-ton steel-wheel vibratory roller, traveling at a speed of approximately 2 mph and vibrating at maximum amplitude (or as directed by the City). The section shall have 100% coverage exclusive of the outside 1-foot, so as to induce minute cracks in the section. The micro-cracking operations may be terminated after 4 passes by the vibratory roller.
- C. The Contractor will also be responsible for maintaining the FDR-C Section per the requirements of Paragraph 5 of Section 30-4.03G, "Finishing" of the 2015 Caltrans Standard Specifications. Prior to placement of any subsequent courses the City shall determine which areas shall be repaired by the Contractor. Any areas that are not able to be repaired with minor HMA (AC) shall be completely removed and re-constructed to the Engineer's satisfaction at the Contractor's sole expense.

3.9 CONSTRUCTION JOINTS

- A. Construction joints shall have vertical faces and shall be made in thoroughly-compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the City.
- B. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent soil-cement.

4.0 REPAIR

- C. If the cement-stabilized subgrade is damaged, it shall be repaired by removing and replacing the entire depth of affected layer in the damaged area. Feathering will not be permitted for repair of low areas.

Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to grade existing material in order to achieve specified final pavement design grades, including the removal of any excess material, haul-off, disposal, and compaction of the subgrade, pulverize twelve (12) inches and mix the material with

cement and water, re-grade and compact in accordance with the plans and specifications, and all other work necessary to result in a complete soil cement base course ready for application of the asphalt concrete pavement section.

10.8 INCREASE OR DECREASE IN CEMENT FOR FDR-C METHOD

This bid item shall conform to the applicable portions of the plans, and these specifications.

Measurement will be per Pound of increase or deducted Per Pound of decrease in the quantity of cement from the 4% cement base line quantity.

No change in the contract amount shall be allowed in the event the contractor applies more cement than the specified rate, unless it is ordered in writing by the Engineer. The Contractor shall provide certified weight tickets of all cement deliveries to the Engineer daily. The quantities of the amount of increased or decreased cement shall be determined by field measurement of the area of treatment, the application rate and the weight tickets.

Full compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the unit price paid for "Increase or Decrease in Cement for FDR-C Method" and no additional payment will be made. Adjustment of the quantity of cement shall not be subject to a unit price adjustment.

10.9 HOT MIX ASPHALT

This bid item shall be bid per ton and shall conform to Section 15 of the City Standard Specifications.

The Contractor is Asphalt concrete shall be produced at an established commercial mixing plant. The aggregate and asphalt binder shall be heated and mixed thoroughly.

Maximum size aggregate shall be 3/4" inch (medium). Asphalt Binder Grade shall be PG 70-10.

Prior to spreading the asphalt concrete leveling course, a paint binder of asphaltic emulsion or of paving asphalt shall be furnished and applied uniformly to a pavement to be surfaced and to contact surfaces of all cold pavement joints, curbs, gutters and to other surfaces designated by the Engineer. If paving asphalt is furnished it shall be applied at a temperature of not less than 285° F and not more than 350° F.

Asphalt concrete shall be spread and compacted in accordance with the following:

Asphalt concrete shall be spread with a self-propelled spreader ready for compaction without further shaping.

Compaction shall be performed with a steel-tired tandem roller weighing not less than 8 tons and shall consist of not less than 3 complete coverages of the roller over each layer, with proper overlap to prevent displacement. The first coverage shall be completed before the temperature of the mixture drops below 250° F., unless a lower temperature is directed by the Engineer.

The completed surfacing shall be true to grade and cross section, of uniform smoothness and

texture, compacted firmly and free from depressions, humps or irregularities.

Compensation for the work performed under this section "Asphalt Concrete," shall conform to the provisions in Section 39-6, "Payment," of the Standard Specifications.

Full compensation for furnishing and applying a fog seal coat of asphaltic emulsion to finished pavement surfaces and asphalt binder to existing pavement surfaces shall be considered as included in the contract price paid for "Hot Mix Asphalt" and no additional payment will be made.

Full compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the unit price paid for "Hot Mix Asphalt" as specified herein and no additional payment will be made. This is a final pay item.

10.10 CONCRETE RAMP

This bid item shall be bid per each and shall conform to Section 13 of the City Standard Specifications.

Measurement will be per Each.

Full compensation for all labor, materials, equipment, tools, incidentals, including furnish and installing truncated domes, sawcutting existing concrete, concrete curb and gutter, concrete sidewalk, concrete sidewalk transitions, ramps, landings, detectable warning devices, dowels, epoxy, installing hot mix asphalt plug pavement, and all work shown on the curb return details sheets shall be considered as included in the unit price paid for "Concrete Ramp" as specified herein and no additional payment will be made.

10.11 CONCRETE CURB AND GUTTER

This bid item shall be bid per linear foot and shall conform to Section 13 of the City Standard Specifications.

Measurement will be per Linear Foot.

Full compensation for all labor, materials, equipment, tools, rebar, dowels and incidentals shall be considered as included in the unit price paid for "Concrete Curb and Gutter" as specified herein and no additional payment will be made.

10.12 CONCRETE SIDEWALK

This bid item shall be bid per square foot and shall conform to Section 13 of the City Standard Specifications.

Measurement will be per Square Foot.

Full compensation for all labor, materials, equipment, tools, rebar, dowels and incidentals shall be considered as included in the unit price paid for "Concrete Sidewalk" as specified herein and no additional payment will be made.

10.13 CONCRETE VALLEY GUTTER

This bid item shall be bid per each and shall conform to Section 13 of the City Standard Specifications.

Measurement will be per Each.

Full compensation for all labor, materials, equipment, tools, rebar, dowels and incidentals shall be considered as included in the unit price paid for "Concrete Valley Gutter" as specified herein and no additional payment will be made.

10.14 ADJUST SEWER MANHOLE FRAMES AND COVERS TO GRADE

This bid item shall conform to the applicable portions of the plans, these specifications, and in accordance with the provisions of Section 12 of the City Standard Specifications and in accordance with the standards of the Selma-Fowler-Fowler Sanitary District where applicable. The bid item consists of adjusting manhole to grade and shall include furnishing and installing the grade rings, concrete collar, and asphalt, and resetting the frame and cover.

Measurement will be per Each.

Full compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the unit price paid for "Adjust Sewer Manhole Frames and Covers to Grade" and no additional payment will be made.

10.15 ADJUST VALVE FRAMES AND COVERS TO GRADE

This bid item shall conform to the applicable portions of the plans, these specifications, and in accordance with the provisions of Section 12 of the City Standard Specifications and in accordance with the standards of the Selma-Fowler-Fowler Sanitary District where applicable. The bid item consists of adjusting valve box to grade and shall include furnishing and installing the grade rings, concrete collar, and asphalt, and resetting the frame and cover.

Measurement will be per Each.

Full compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the unit price paid for "Adjust Valve Frames and Covers to Grade" and no additional payment will be made.

10.16 ADJUST SEWER CLEANOUT FRAME AND COVER TO GRADE

This bid item shall conform to the applicable portions of the plans, these specifications, and in accordance with the provisions of Section 12 of the City Standard Specifications and in accordance with the standards of the Selma-Fowler-Fowler Sanitary District where applicable. The bid item consists of adjusting valve box to grade and shall include furnishing and installing the grade rings, concrete collar, and asphalt, and resetting the frame and cover.

Measurement will be per Each.

Full compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the unit price paid for "Adjust Sewer Cleanout Frames and Covers to Grade" and

no additional payment will be made.

10.17 RELOCATE EXISTING SIGN & POST

This item shall be bid per each and shall conform to the provisions of Section 56 of the State Standard Specifications, and as directed by the Engineer, and as shown on the Plans.

This item shall consist of the relocation of existing signs and posts along the project limits at locations as identified on the Plans and as directed by the Engineer.

Full compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the unit price paid for "Relocate Existing Sign and Post" and no additional payment will be made.

10.18 INSTALL FIRE HYDRANT ASSEMBLY

Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required for installing fire hydrants in accordance with the Plans, Specifications, these Special Provisions, City of Fowler Standards W-2, and Section 16.7 of the City of Fowler Standards Specifications. Included in this bid item shall be all excavation, trench preparation, removal and replacement of existing curb, gutter, sidewalk as necessary, installation of 3' x 3' x 4" concrete pad where applicable, bedding, pipe, fittings, valves, backfill, compaction, testing, disinfection, and other work required to furnish and install new hydrant, bury, valve, lateral, and tee, and connect to water main. Remove, salvage and return existing fire hydrant to City, remove and dispose of existing hydrant bury, and cut and cap existing lateral for abandonment in place. The blue reflector and painting the curb red shall be paid for under the signing and striping bid item. This bid item will be paid for Per Each.

10.19 TRAFFIC STRIPING, PAVEMENT MARKINGS, & PAVEMENT MARKERS

This item involves replacing existing striping, traffic markings, pavement markers in accordance with the applicable portions of Caltrans standard and the provisions of Section 84 of the State of California Standard Specifications.

The work shall include furnishing and re-installing existing traffic stripes, stop bars, crosswalks, on-site and off-site parking stalls, and pavement markings of the type and at the locations shown on the plans and as directed by the Engineer. The work shall also include furnish and installation of blue dot markers for fire hydrants, if any, establishing alignment for stripes and layout work.

Full compensation for all labor, materials, equipment, tools, and incidentals shall be considered as included in the lump sum price paid for "Traffic Striping, Pavement Markings & Pavement Markers" and no additional payment will be made.

10.20 MISCELLANEOUS FACILITIES

The contract lump sum price paid for "Miscellaneous Facilities", shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Miscellaneous Facilities, including, but not limited to, restoring traffic striping,

reflectors, and markings, removal of pavement, relocation of tree, relocation of landscape rock, rock, sign relocation, demolition of existing concrete, sawcutting, compaction, coordinating with other agencies, final clean-up and any other work necessary for completion of the work not specifically described on the plans or specifications, complete in place, as directed by the Engineer and sequencing the work.

PROPOSAL TO THE CITY OF FOWLER

hereinafter called the Owner, for

ADAMS AVENUE RECONSTRUCTION PHASE II & III

STPL 5173 (033) & STPL 5173 (035)

The work to be done and referred herein is in the City of Fowler, Fresno County, State of California, and extends over existing rights of way within the City.

The work is to be constructed in accordance with the Special Provisions and contract annexed hereto and also in accordance with the 2010 State Standard Plans and 2010 Standard Specifications, of the State of California, Department of Transportation.

The work to be done is shown on a set of Plans, entitled: "ADAMS AVENUE RECONSTRUCTION PHASE II & III."

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes and agrees if this proposal is accepted, that he will contract with the Owner to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following unit prices, to-wit:

BID FORM
ADAMS AVENUE RECONSTRUCTION PHASE II & III STPL 5173 (033) & STPL 5173 (035)
BASE BID SCHEDULE

Bidder: _____

BID SCHEDULE "A" – ADAMS AVENUE RECONSTRUCTION PH II (5th St to Merced St)

Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount
1.	1	LS	Mobilization (\$15,000 Maximum)	_____	_____
2.	1	LS	Traffic Control	_____	_____
3.	1	LS	Dust Control	_____	_____
4.	1	LS	Lead Compliance Plan	_____	_____
5.	1	LS	Clearing and Grubbing	_____	_____
6.	10,039	SY	Grind & Remove Existing Asphalt Concrete (F)	_____	_____
7.	10,039	SY	13 - Inch Full Depth Reclamation with Cement (FDR-C) (F)	_____	_____
8.	1	LBS	Increase or Decrease in Cement for FDR-C Method	_____	_____
9.	2,507	TN	Hot Mix Asphalt (F)	_____	_____
10.	21	EA	Concrete Ramp	_____	_____
11.	108	LF	Concrete Curb & Gutter	_____	_____
12.	12	SF	Concrete Sidewalk	_____	_____
13.	5	EA	Concrete Valley Gutter	_____	_____
14.	12	EA	Adjust Sewer Manhole to Grade	_____	_____
15.	15	EA	Adjust Valve Frame and Cover to Grade	_____	_____

ADAMS AVENUE RECONSTRUCTION PHASE II & III
STPL 5173 (033) & STPL 5173 (035)

16.	6	EA	Relocate Existing Sign and Post	_____	_____
17.	2	EA	Install Fire Hydrant Assembly	_____	_____
18.	1	LS	Traffic Striping, Pavement Markings & Pavement Markers	_____	_____
19.	1	LS	Miscellaneous Facilities	_____	_____

^(F) – Final Pay Quantity

Total: \$ _____

The Total Bid Schedule “A” is

_____ Dollars and _____ Cents. (in words)

BID SCHEDULE “B” – ADAMS AVENUE RECONSTRUCTION PH III (Merced St to Temperance Ave)

Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount
1.	1	LS	Mobilization (\$15,000 Maximum)	_____	_____
2.	1	LS	Traffic Control	_____	_____
3.	1	LS	Dust Control	_____	_____
4.	1	LS	Lead Compliance Plan	_____	_____
5.	1	LS	Clearing and Grubbing	_____	_____
6.	14,472	SY	Grind & Remove Existing Asphalt Concrete (F)	_____	_____
7.	14,472	SY	13 - Inch Full Depth Reclamation with Cement (FDR-C) (F)	_____	_____
8.	1	LBS	Increase or Decrease in Cement for FDR-C Method	_____	_____

ADAMS AVENUE RECONSTRUCTION PHASE II & III
STPL 5173 (033) & STPL 5173 (035)

9.	3,585	TN	Hot Mix Asphalt (F)	_____	_____
10.	80	SF	Concrete Sidewalk	_____	_____
11.	3	EA	Concrete Ramp	_____	_____
12.	7	EA	Adjust Sewer Manhole to Grade	_____	_____
13.	10	EA	Adjust Valve Frame and Cover to Grade	_____	_____
14.	5	EA	Adjust Sewer Cleanout Frame and Cover to Grade	_____	_____
15.	1	LS	Traffic Striping, Pavement Markings & Pavement Markers	_____	_____
16.	1	LS	Miscellaneous Facilities	_____	_____

^(F) – Final Pay Quantity

Total: \$ _____

The Total Bid Schedule "B" is

_____ Dollars and _____ Cents. (in words)

SUMMARY OF BID SCHEDULES

BID SCHEDULE "A" SUBTOTAL _____

BID SCHEDULE "B" SUBTOTAL _____

TOTAL BID FOR SCHEDULE "A" AND "B" _____

The Total Amount of Schedule "A" and "B" is _____

_____ Dollars and _____ Cents. (in words)

The Bid Prices set forth herein shall include any and all applicable taxes.

ADAMS AVENUE RECONSTRUCTION PHASE II & III
STPL 5173 (033) & STPL 5173 (035)

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

IN CASE OF DISCREPANCY BETWEEN UNIT PRICE AND ITEM TOTALS, THE UNIT PRICE SHALL PREVAIL.

ABBREVIATIONS USED IN BID SCHEDULE

CF - Cubic Foot

SF - Square Foot

VF – Vertical Foot

CY - Cubic Yard

SY - Square Yard

LF - Linear Foot

EA - Each

TN – Ton

LS - Lump Sum

Bids are required for the entire work. Bids will be compared on the basis indicated in the Notice to Contractors. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Owner, within ten (10) days not including Saturdays, Sundays and legal holidays, after the bidder

SIGNATURE PAGE

PROJECT: ADAMS AVENUE RECONSTRUCTION PHASE II & III
CITY OF FOWLER
CONTRACT: STPL 5173 (033) & STPL 5173 (035)

Accompanying this proposal is security (check one only) in amount equal to at least ten (10%) of the total amount of the bid:

Bid Bond (); Certified Check (); Cashier's Check (); Cash (\$)

The names of all person interested in the foregoing proposal as principals are as follows;

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.

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

Class _____ License No. _____ Expires _____

(Furnishing Contractor License information as part of this proposal is optional and is requested to facilitate verification of licensure)

Signature of Bidder

Dated

NOTE: If bidder is a corporations, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

BUSINESS ADDRESS: _____

Zip Code: _____

MAILING ADDRESS: _____

Zip Code: _____

BUSINESS PHONE: _____ FAX NUMBER: _____

ADAMS AVENUE RECONSTRUCTION PHASE II & III
STPL 5173 (033) & STPL 5173 (035)

NONCOLLUSION AFFIDAVIT

**PROJECT: ADAMS AVENUE RECONSTRUCTION PHASE II & III
CITY OF FOWLER
CONTRACT: STPL 5173 (033) & STPL 5173 (035)**

To the City Council of the City of Fowler:

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Name)

being first duly sworn, deposes and says that he or she is

(Owner, Partner, Corporate Officer (list title), Co-Venturer)

of _____
(Bidding Entity)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that 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 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 associations, 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.

(Title 23 United States Code Section 112)

(Calif Public Contract Code Section 7106; Stats. 1988, c. 1548, Section 1.)

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

ADAMS AVENUE RECONSTRUCTION PHASE II & III
STPL 5173 (033) & STPL 5173 (035)

SUBCONTRACTORS LIST

PROJECT: ADAMS AVENUE RECONSTRUCTION PHASE II & III
CITY OF FOWLER
CONTRACT: STPL 5173 (033) & STPL 5173 (035)

BIDDER: _____

SUBCONTRACTORS

The bidder hereby designates below the names and business addresses of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

Bidders are cautioned that this listing requirement is in addition to the requirements for compliance with Disadvantaged, Minority, or Women-owned Business Enterprises (DBE/MBE/WBE) programs as provided for in the Specifications.

SUBCONTRACTOR 1: _____

Business Address: _____

Class: _____ License No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 2: _____

Business Address: _____

Class: _____ License No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 3: _____

Business Address: _____

Class: _____ License No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

ADAMS AVENUE RECONSTRUCTION PHASE II & III
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SUBCONTRACTOR 4: _____

Business Address: _____

Class: _____ License No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 5: _____

Business Address: _____

Class: _____ License No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 6: _____

Business Address: _____

Class: _____ License No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

SUBCONTRACTOR 7: _____

Business Address: _____

Class: _____ License No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid: _____

CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATIONS

**PROJECT: ADAMS AVENUE RECONSTRUCTION PHASE II & III
CITY OF FOWLER
CONTRACT: STPL 5173 (033) & STPL 5173 (035)**

CONCERNING STATE LABOR STANDARDS AND PREVAILING WAGES

All contractors and subcontractors shall give the following certifications to the Owner and forward this certification to the Owner within ten days after the execution of any contract or subcontract.

A. "I am aware of the provisions of Section 1720 et seq. of the California Labor Code which requires that the state prevailing wage rate shall be paid to employees where this rate exceeds the federal wage rate."

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

C. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor/subcontractor shall forfeit, as a penalty, twenty-five dollars for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week."

(Contractor/Subcontractor)

By: _____
(Signature) (Typed Name and Title)

ADAMS AVENUE RECONSTRUCTION PHASE II & III
STPL 5173 (033) & STPL 5173 (035)

EXHIBIT 15-G: CONSTRUCTION CONTRACT DBE COMMITMENT

Local Assistance Procedures Manual

Exhibit 15-G
Construction Contract DBE Commitment

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

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

3. Project Description: _____

4. Project Location: _____

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

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

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section upon Execution of Award			15. TOTAL CLAIMED DBE PARTICIPATION	\$ 0.00
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____				0 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 26. Local Agency Representative's Signature _____ 28. Local Agency Representative's Name _____ 30. Local Agency Representative's Title _____ </div> <div style="width: 45%;"> 27. Date _____ 29. Phone _____ </div> </div>			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. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 16. Preparer's Signature _____ 18. Preparer's Name _____ 20. Preparer's Title _____ </div> <div style="width: 45%;"> 17. Date _____ 19. Phone _____ </div> </div>	

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

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

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

LOCAL AGENCY SECTION

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 23. Bid Opening Date** - Enter the date contract bids were opened.

ADAMS AVENUE RECONSTRUCTION PHASE II & III
STPL 5173 (033) & STPL 5173 (035)

Local Agency Bidder DBE Commitment (Construction Contracts)

24. Contract Award Date - Enter the date the contract was executed.

25. Award Amount – Enter the contract award amount as stated in the executed contract.

26. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.

27. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.

28. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.

29. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.

30. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

PROJECT: ADAMS AVENUE RECONSTRUCTION PHASE II & III
CITY OF FOWLER
CONTRACT: STPL 5173 (033) & STPL 5173 (035)

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

(Company)

By: _____

(Title)

Date: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-2.7(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 Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Local Agency Bidder DBE Commitment (Construction Contracts)

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). STPL 5173(033) & (035)

Bid Opening Date _____ CON

The _____ City of Fowler _____ established a Disadvantaged Business Enterprise (DBE) goal of 6 % 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) **calendar** days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-01: 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

Local Agency Bidder DBE Commitment (Construction Contracts)

- 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 meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
				0.00%
				0.00%
				0.00%
				0.00%

- 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:

-
-
-
-
-

- | Name of Agency/Organization | Method/Date of Contact | Results |
|-----------------------------|------------------------|---------|
| | | |
| | | |
| | | |
| | | |
| | | |

- [illegible]

Local Agency Bidder DBE Commitment (Construction Contracts)

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

PROJECT: ADAMS AVENUE RECONSTRUCTION PHASE II & III
CITY OF FOWLER
CONTRACT: STPL 5173 (033) & STPL 5173 (035)

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

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

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

() No Exceptions

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:

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing the Proposal on the signature portion thereof shall also constitute signature of the Certification.

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Bidder/Subcontractor: _____

By: _____ Date: _____

Title: _____

ADAMS AVENUE RECONSTRUCTION PHASE II & III
STPL 5173 (033) & STPL 5173 (035)

Local Agency Bidder DBE Commitment (Construction Contracts)

**NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

**PROJECT: ADAMS AVENUE RECONSTRUCTION PHASE II & III
CITY OF FOWLER
CONTRACT: STPL 5173 (033) & STPL 5173 (035)**

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 awarding 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 of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

ADAMS AVENUE RECONSTRUCTION PHASE II & III
STPL 5173 (033) & STPL 5173 (035)

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

Standard Form LJI, Rev. 04-28-06

ADAMS AVENUE RECONSTRUCTION PHASE II & III STPL 5173 (033) & STPL 5173 (035)

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

[illegible]

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

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

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

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

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

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

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

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

name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.

22. Local Agency Representative's Name - Enter the name of the Local Agency Representative signing the form.

23. Phone - Enter the area code and telephone number of the person signing the form.

24. Date - Enter the date the form is signed by the Local Agency Representative.

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

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://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

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: _____

Subcontractor 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
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
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							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
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							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
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Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
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							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
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							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
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Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
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							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name: _____							Age of Firm: ____ yrs.
City, State: _____							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million

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

Federal Project Number: _____

Subcontractor 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.

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

(This guaranty shall be executed by the successful bidder in accordance with the instructions in the Special Provisions. The bidder may execute the guaranty on this page at the time of submitting his bid).

GUARANTY

TO THE OWNER: CITY OF FOWLER

**PROJECT: ADAMS AVENUE RECONSTRUCTION PHASE II & III
CITY OF FOWLER**

CONTRACT: STPL 5173 (033) & STPL 5173 (035)

The undersigned guarantees the constructions and installation of the following work included in this project:

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

Contractor

Date: _____

AGREEMENT

THIS AGREEMENT made at Fowler, in Fresno County, California, by and between

hereinafter called the Contractor, and the City of Fowler hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, but excluding such materials as are mentioned in the specifications to be furnished by the Owner, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, teamsters, subcontractors, artisans, machinists, and laborers required for:

ADAMS AVENUE RECONSTRUCTION PHASE II & III STPL 5173 (033) & STPL 5173 (035)

all in strict compliance with the plans, drawings and specifications therefor prepared by the Owner, and other contract documents relating thereto.

ARTICLE II. The Contractor and the Owner agree that the Advertisement (Notice to Contractors), the Wage Scale (Prevailing Wages), the Specifications, the Special Provisions, the Plans and Drawings, the Addenda and Bulletins thereto, and the Proposal hereto attached, together with this Agreement, form the contract, and they are as fully a part of the contract as if hereto attached or herein repeated.

All portions of the 2010 Standard Specifications of the State of California, Department of Transportation, which are not in conflict with this contract shall be deemed a part of the specifications as though fully therein set forth. No part of said Special Provisions which is in conflict with any portion of this agreement, or which is not actually descriptive of the work to be done thereunder, or the manner in which said work is to be executed, shall be considered as any part of this agreement, but shall be utterly null and void.

ARTICLE III. The Owner agrees to pay the Contractor in current funds for the performance of the contract sum of _____ (\$ _____) it being understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal, except where provisions are made in the contract documents whereby the estimated quantities shall constitute the final quantity; that upon completion of the project the final contract prices shall be revised by change order, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached. Payments on account thereof will be made as set forth in the Special Provisions.

ARTICLE IV. If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should persistently violate any of the provisions of the contract, or if he should persistently or repeatedly refuse or should, fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, then the Owner may, upon certificate of the Engineer when sufficient cause exists to justify such action, serve written notice upon the Contractor and his surety of its intention to terminate the contract, and unless within five days after the serving of such notice such violations shall cease and satisfactory arrangements for correction thereof be made, the

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contract shall, upon the expiration of said five days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the work or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.

ARTICLE V. With respect to any work required to be done under this contract, the Contractor will indemnify and hold harmless the City of Fowler, the UNITED STATES OF AMERICA and all other participating public agencies, whether, or not said agencies are named herein, who have jurisdiction within the areas in which the work is to be performed, and all officers and employees of the Owner, the City, the State, the United States and said other participating agencies, against any and all claims, demands, causes of action, damages, (including damages to the Owner's property or property of the participating agencies), costs or liabilities (including costs, or liabilities of the Owner or the participating agencies with respect to its employees), in law or in equity of every kind and nature whatsoever, directly or proximately resulting from or caused by the performance of the contract, whether such performance by the Contractor, his subcontractor or anyone directly or indirectly employed by him; and the Contractor shall, at his sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against the Owner, the participating agencies, their officers and employees on any such claim, demand or cause of action, and the Contractor shall pay and satisfy any judgement or decree which may be rendered against the Owner, the participating agencies, their officers and employees in any such suit, action or other legal proceedings.

The Contractor shall furnish the Owner with a Certificate of Insurance, in triplicate, indicating insurance coverage with respect to the liability assumed by the Contractor under the provisions of this Article V, and shall further indicate insurance coverage with minimum limits as shown in either (a.) or (b.) as follows:

a. Bodily Injury Liability	\$1,000,000	\$1,000,000
	Each person	Each occurrence
Property Damage Liability	\$1,000,000	\$1,000,000
	Each person	Aggregate

b. A single limit for Bodily Injury Liability and Property Damage Liability combined of:

\$1,000,000, Each occurrence, \$1,000,000, Aggregate

Contractor's Property Damage Liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries of damage to underground utilities. The policy shall not contain the so-called "x", "c" or "u" exclusions.

ADAMS AVENUE RECONSTRUCTION PHASE II & III
STPL 5173 (033) & STPL 5173 (035)

The Certificate of Insurance shall further provide that ten days notice of cancellation or reduction in coverage shall be given the Owner.

An additional Insured Endorsement to the Contractor's Liability insurance policy naming the Owner, the above said agencies and all other participating public agencies (if applicable) and all officers and employees of the above, shall also be furnished in triplicate.

ARTICLE VI. Contractor represents that he has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in triplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten days notice of cancellation. If Contractor self-insures Worker's Compensation, Certificate of Consent to Self-insure shall be provided the Owner.

ARTICLE VII. The Contractor shall forthwith furnish in triplicate, a faithful performance bond in an amount equal to 100% of the contract price and a payment bond in an amount equal 100% of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

The payment bond shall contain provisions such that if the Contractor or his subcontractors shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

ARTICLE VIII. Should either party to the contract bring an arbitration or mediation proceeding or other action to enforce any provisions of the contract, including an action pursuant to Public Contract Code Section 20104.4, the prevailing party shall be entitled to recover reasonable attorney's fees and all costs in connection therewith. The term "prevail" as used in this section shall include any action at law, in equity, or pursuant to arbitration in which either party has been successful

ARTICLE IX. Time is of the essence. The improvement and work contemplated in the performance of this contract is predicated on sufficient suitable weather conditions during the contract period (after the notice to proceed), it is agreed that the contract may be credited additional days as provided in the specifications, but no additional monetary compensation. Any such delay shall be documented and processed on the standard change order form.

IN WITNESS WHEREOF, they have executed this Agreement this _____ day of

_____, 20____.

City of Fowler
(Owner)

(Contractor)

By: _____
Jeannie Davis, City Manager

(Taxpayer Federal I.D. No.)

ATTEST:

Corina Burrola, Deputy City Clerk

By: _____

Title

ADAMS AVENUE RECONSTRUCTION PHASE II & III
STPL 5173 (033) & STPL 5173 (035)

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

hereinafter referred to as Principal, and

as Surety, are held and firmly bound unto the City of Fowler

in the sum of _____,

lawful money of the United States of America, for payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

WHEREAS, said Principal will, within 10 days upon receipt of Notice of Award for:

CITY OF FOWLER

ADAMS AVENUE RECONSTRUCTION PHASE II & III

STPL 5173 (033) & STPL 5173 (035)

and in accordance with the terms of the specifications, Information for Bidders, and the bid and acceptance thereof, enter into a contract for the performance and completion of said work and give required bonds, then this obligation shall be void, otherwise, the penalty of this bond, which accompanies the bid, shall be declared forfeited to the Obligee.

WITNESS our hand this _____ day of _____, 20__

(Seal)

Principal

(Seal)

By:

Title

Surety

ADAMS AVENUE RECONSTRUCTION PHASE II & III
STPL 5173 (033) & STPL 5173 (035)

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

hereinafter referred to as Principal, and

as Surety, are held and firmly bound unto the City of Fowler

in the sum of _____,

lawful money of the United States of America, for payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

WHEREAS, said Principal has executed that certain annexed Contract with the City of Fowler for furnishing all materials, equipment and labor for the construction of:

CITY OF FOWLER

ADAMS AVENUE RECONSTRUCTION PHASE II & III

STPL 5173 (033) & STPL 5173 (035)

for said City, and is required by said City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if said Principal shall well and truly do and perform all of the covenants and

ADAMS AVENUE RECONSTRUCTION PHASE II & III
STPL 5173 (033) & STPL 5173 (035)

obligations of said Contract on his part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect:

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Principal or the Surety thereunder, nor shall any extension of time granted under the provisions of said Contract release either the Principal or the Surety, and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hand this _____ day of _____, 20____.

(Seal)

Principal

Title

Surety

(Seal)

By: _____

Note: Attach Power of Attorney and Notary Forms to Bond

ADAMS AVENUE RECONSTRUCTION PHASE II & III
STPL 5173 (033) & STPL 5173 (035)

BOND FOR LABOR AND MATERIALS

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

hereinafter referred to as Principal, and

as Surety, are held and firmly bound unto the City of Fowler

in the sum of

for lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, said Principal has executed that certain annexed Contract with the City of Fowler for furnishing all materials, equipment and labor for the construction of:

**CITY OF FOWLER
ADAMS AVENUE RECONSTRUCTION PHASE II & III
STPL 5173 (033) & STPL 5173 (035)**

for said City, and is required by said City to give this bond in connection with the execution of said Contract.

ADAMS AVENUE RECONSTRUCTION PHASE II & III
STPL 5173 (033) & STPL 5173 (035)

NOW, THEREFORE, if the said Principal as Contractor in said Contract, or any of his subcontractors, fails to pay for any materials, provisions, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Employment Insurance Act with respect to such work or labor, said surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court. This bond shall inure to the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California,

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said Contract shall not in any way release either the Principal or the Surety thereunder, nor shall any extension of time granted under the provisions of said Contract release either the Principal or the Surety, and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____, 20____.

(Seal) _____
Principal
By: _____
Title

(Seal) _____
Surety
By: _____

Note: Attach Power of Attorney and Notary Forms to Bond.

ADAMS AVENUE RECONSTRUCTION PHASE II & III
STPL 5173 (033) & STPL 5173 (035)

FEDERAL WAGE DECISION CAN BE FOUND AT:

States Secretary of Labor are set forth in General Decision Number CA20200018, Modification number 27, dated December 11, 2020, which is incorporated in these Specifications by this reference as if fully set forth herein and which can be viewed at <https://beta.sam.gov/wage-determination/CA20200018/27>. Said Federal Wage Decision, may also be examined at Peters Engineering Group at 862 Pollasky Avenue, Clovis, CA 93612. Addenda to modify the reference to federal minimum wage rates to reflect revisions thereto, if necessary, will be issued to planholders of record.

FEDERAL REQUIREMENTS

- 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.

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

* * *

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

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

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

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2. Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective 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 to 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.

13. 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	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	
	7485 Santa Cruz, CA	14.9
	CA Santa Cruz	
177	7500 Santa Rosa	9.1
	CA Sonoma	
	8720 Vallejo-Fairfield-Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties:	23.2
	CA Lake; CA Mendocino; CA San Benito	
	Sacramento, CA: SMSA Counties:	16.1
	6920 Sacramento, CA	
	CA Placer; CA Sacramento; CA	14.3
178	Yolo Non-SMSA Counties	
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA	
	Yuba	
	Stockton-Modesto, CA: SMSA Counties:	12.3
	5170 Modesto, CA	
	CA Stanislaus	
	8120 Stockton, CA	24.3
	CA San Joaquin	
	Non-SMSA Counties	19.8
179	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
	Fresno-Bakersfield, CA SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1

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

For the last full week 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.

14. 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.

15. 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.