

CONTRACT DOCUMENTS SPECIFICATIONS AND STANDARD DRAWINGS

for the construction of

SAYBROOK LANE REHABILITATION

from

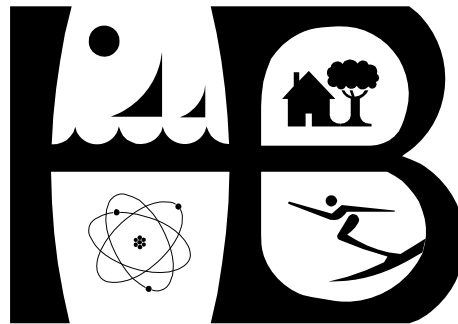
HEIL AVENUE TO EDINGER AVENUE

CC No. 1690

Federal Project Number CRAL-5181 (195)

in the

CITY OF HUNTINGTON BEACH



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

BIDS ELECTRONICALLY DUE:

**Tuesday, May 16, 2023
10:00 AM**

**CHAU VU, ACTING DIRECTOR
DEPARTMENT OF PUBLIC WORKS**

CITY OF HUNTINGTON BEACH

**PLANS
SPECIFICATIONS AND CONTRACT DOCUMENTS**

for the construction of

SAYBROOK LANE REHABILITATION
from

HEIL AVENUE TO EDINGER AVENUE

**CC No. 1690
Federal Project Number CRAL-5181 (195)**


Prepared Under the Supervision of:




Joseph Fuentes, P.E.


Date

Approved by:


Thomas M. Herbel, P.E., City Engineer, No. 53300


Date

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

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

TABLE OF CONTENTS

SECTION A

ELECTRONIC BIDS	A-1
------------------------------	------------

SECTION B

INSTRUCTIONS TO BIDDERS.....	B-1
-------------------------------------	------------

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

SECTION C

PROPOSAL	C-1,2
Project Bid Schedule.....	C-2.1 - C-2.3
List of Subcontractors.....	C-3
Noncollusion Affidavit.....	C-4
Utility Agreement.....	C-5
Disqualification Questionnaire.....	C-6
Compensation Insurance Certification.....	C-7
Bidder's Information.....	C-8
Notary Certificate.....	C-9
Bidder's Project History.....	C-10
Bidder's Critical Staff.....	C-11
California Department of Industrial Relations (DIR) Certificate.....	C-12
Reliable Contractor Declaration Form.....	C-13
Bidder's Certification.....	C-15
Equal Employment Opportunity Certification.....	C-16
Public Contract Code.....	C-17
Noncollusion Affidavit.....	C-19
Debarment and Suspension Certification.....	C-20
Nonlobbying Certification.....	C-21
Exhibit 15-G Local Agency Bidder DBE Commitment.....	C-24
Exhibit 15-H DBE Information – Good Faith Effort.....	C-25
Exhibit 12-B Bidders List of Subcontractors (DBE and Non-DBE).....	C-28
Exhibit 17-F Final Report-Utilization of DBE.....	C-30

SECTION D

SAMPLE CONTRACT	D-1
------------------------------	-----

SECTION E

SPECIAL PROVISIONS	E-1
---------------------------------	-----

PART 1 GENERAL PROVISIONS

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

3-4	AUTHORITY OF BOARD AND THE ENGINEER	
3-7	CONTRACT DOCUMENTS	
3-8	SUBMITTALS	
3-10	SURVEYING	
3-11	CONTRACT INFORMATIONAL SIGNS	
3-12	WORK SITE MAINTENANCE	
3-14	CLAIMS RESOLUTION	

SECTION 4 - CONTROL OF MATERIALSE-8

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES.....E-9

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORKE-14

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

SECTION 7 – MEASUREMENT AND PAYMENTE-15

7-3	PAYMENT	
7-4	PAYMENT FOR EXTRA WORK	

SECTION 8 - FACILITIES FOR AGENCY PERSONNELE-17

8-1	GENERAL	
-----	---------	--

PART 2 CONSTRUCTION MATERIALS

SECTION 200 - ROCK MATERIALSE-18

200-1	ROCK PRODUCTS	
200-2	UNTREATED BASE MATERIALS	

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALSE-18

201-1 PORTLAND CEMENT CONCRETE	
SECTION 203 - BITUMINOUS MATERIALS	E-19
203-6 ASPHALT CONCRETE	
203-11 ASPHALT RUBBER HOT MIX (ARHM)	
SECTION 213 - ENGINEERING GEOSYNTHETICS.....	E-19
213-5 GEOTEXTILES AND GEOGRIDS	
SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS	E-20
214-5 THERMOPLASTIC MATERIAL FOR TRAFFIC STRIPING AND MARKINGS.	

PART 3 CONSTRUCTION METHODS

SECTION 300 - EARTHWORK.....	E-22
300-1 CLEARING AND GRUBBING	
300-2 UNCLASSIFIED EXCAVATION	
SECTION 301- SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS	E-23
301-1 SUBGRADE PREPARATION	
SECTION 302 - ROADWAY SURFACING.....	E-23
302-5 ASPHALT CONCRETE PAVEMENT	
302-9 ASPHALT RUBBER HOT MIX (ARHM)	
SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION.....	E-26
303-5 CONCRETE CURBS, WALKS GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS AND DRIVEWAYS	
SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION	E-27
306-3 TRENCH EXCAVATIONS	
306-4 SHORING AND BRACING	
306-5 DEWATERING	
306-6 BEDDING	
306-15 PAYMENT	

PART 4 EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.....	E-30
--	------

400-1 GENERAL

SECTION 402 – UTILITIES.....	E-30
------------------------------	------

402-1 LOCATION

402-2 PROTECTION

402-4 RELOCATION

402-5 DELAYS DUE TO UTILITY CONFLICTS

SECTION 403 – MANHOLE ADJUSTMENT AND RECONSTRUCTION..	E-31
---	------

403-3 MANHOLES IN ASPHALT CONCRETE PAVEMENT

403-5 PAYMENT

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

404-1 GENERAL

404-2 MILLING MACHINE

404-12 PAYMENT

PART 8 LANDSCAPING AND IRRIGATION

SECTION 800 – MATERIALS.....	E-34
------------------------------	------

801-4 PLANTING

801-6 MAINTENANCE AND PLANT ESTABLISHMENT

801-8 PAYMENT

APPENDICES

APPENDIX A	DOWNLOAD PUBLIC WORKS STANDARDS, TRUCK ROUTE, TRASH PICK UP, STREET SWEEPING SCHEDULE, AND TEMPORARY WATER METER
APPENDIX B	DOWNLOAD ADDITIONAL COPIES OF PROJECT PLANS AND SPECIFICATIONS
APPENDIX C	DOWNLOAD REGIONAL WATER QUALITY CONTROL BOARD PERMITS
APPENDIX D	CONTRACTOR BUSINESS LICENSE APPLICATION
APPENDIX E	INSURANCE AND INDEMNITY REQUIREMENTS
APPENDIX F	BOND FORMS
APPENDIX G	LOCATION MAP
APPENDIX H	EXHIBIT 12-G FEDERAL-AID CONTRACT LANGUAGE
APPENDIX I	FEDERAL LABOR RATES FOR FEDERAL-AID CONSTRUCTION PROJECTS
APPENDIX J	UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER
APPENDIX K	RUBBERIZED PAVEMENT CERTIFICATION (To be completed by the awarded contractor during construction)
APPENDIX L	ADDITIONAL STANDARD PLANS

SECTION A

NOTICE INVITING ELECTRONIC BIDS

for the construction of

SAYBROOK LANE REHABILITATION

CC No. 1690

in the

CITY OF HUNTINGTON BEACH

PUBLIC NOTICE IS HEREBY GIVEN that the **CITY OF HUNTINGTON BEACH**, as AGENCY, invites electronic bids for the above stated project and will receive such bids prior to **10:00 a.m. on Tuesday, May, 16, 2023**, on the City's PlanetBids System Vendor Portal, at which time or thereafter bids will be opened and made available online. Bids received after this time will be considered non-responsive. Prospective bidders must first register as a vendor and then bid on this project via the City's PlanetBids System Vendor Portal website at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=15340>

Copies of the bid documents, including instructions to bidders, bidder proposal form, and specifications may be downloaded free at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=15340>. Bidders must first register as a vendor on the City of Huntington Beach PlanetBids system to view and download the Contract Documents, to be added to the prospective bidders list, and to receive addendum notifications when issued.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Pursuant to the provisions of the Labor Code of the State of California, the minimum prevailing rate of per diem wages for each craft, classification or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California, which are available online at www.dir.ca.gov/DLSR and also on file at the Office of the Director of Public Works, 2000 Main Street, Huntington Beach, CA 92648.

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

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

No bid shall be considered unless it is prepared on the approved Proposal forms in conformance with the Instructions to Bidders as determined by the AGENCY. The bid must be accompanied by a certified check, cashier's check, or bidder's bond made payable to the AGENCY for an amount no less than 10% of the amount bid. For electronic submittal of bids, the bid security must be received at the City of Huntington Beach Public Works Office, 2000 Main Street, no later than the bid opening date and time. The bid security must be submitted in a sealed envelope bearing the name and address of the bidder, and the outside of the envelope must read as follows:

OFFICIAL BID SECURITY - DO NOT OPEN

Project Name: SAYBROOK LANE REHABILITATION

CC #: 1690

Bid Opening Date: Tuesday, May 16 at 10:00 a.m.

The successful bidder shall be licensed in accordance with provisions of the Business and Professions Code and shall possess a State Contractor's License **Class A**, at the time of the bid opening.

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

Project Description:

The project consists primarily of cold milling of the existing pavement, deep lift removal of failed roadway sections, asphalt base paving, rubberized asphalt concrete (RAC) surface course paving, limited removal and installation of concrete curb and gutter, concrete sidewalk, curb access ramps, cross gutters, landscaping, adjusting manholes, and valves to grade, and installing traffic loops with striping and signage.

The contract shall allow the Contractor 40 working days to complete the contract. The Notice of Proceed will be issued no later than **Monday, July 10, 2023** and the working days will commence for this project.

This is a federal project and the Project Disadvantage Business Enterprises (DBE) goal is 12%.

All questions related to this bid solicitation must be submitted through the City's PlanetBids System Vendor Portal per the information provided in the Instructions to Bidders. Any other contact to City staff regarding this bid solicitation will be referred back to the PlanetBids system.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity and to take all bids under advisement for a maximum period of 30 days.

BY ORDER of the CITY COUNCIL of the CITY OF HUNTINGTON BEACH, CALIFORNIA, the 7th day of June 2022, by Resolution No. 2022-28.

Attest:

/s/ Robin Estanislau

CITY CLERK OF THE CITY OF HUNTINGTON BEACH

SECTION B

INSTRUCTIONS TO BIDDERS

1. Proposal Forms

Contract documents may be downloaded, at no cost, from the City's PlanetBids System Vendor Portal website at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=15340>. Bidders must first register as a vendor on the City of Huntington Beach PlanetBids system to view and download the Contract Documents, to be added to the prospective bidders list, and to receive addendum notifications when issued.

Bids will only be received electronically through the City's PlanetBids System Vendor Portal website at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=15340>. Bids will not be accepted after the specified Bid Opening date and time. The bidder shall have the sole exclusive responsibility for ensuring that the bid is received by the specified bid opening date and time. For technical support with the electronic bidding system, please click the Help Center icon from any PlanetBids screen to be directed to the technical support help desk.

Electronic bids shall be submitted and uploaded on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY may reject any proposal not meeting these requirements. Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless requested. No oral, telegraphic, or telephonic proposals or modifications will be considered. Any bidder may personally withdraw his bid from the City's PlanetBids system prior to the bid opening date and time stated in the Notice Inviting Bids. Any request to withdraw a bid after bid opening shall meet all requirements of Public Contract Code section 5100 et seq. and must be submitted in writing within five (5) working days, excluding Saturdays, Sundays and State holidays, specifying in detail the mistake.

2. Proposal Guarantee

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

For electronic submittal of proposals, the certified cashier's check or bid bond (bid security), must be received at the City of Huntington Beach Public Works office, 2000 Main Street, Huntington Beach, CA 92648 no later than the bid opening date and time. The bid security must be submitted in a sealed envelope bearing the name and address of the bidder, and the outside envelope must read as follows:

OFFICIAL BID SECURITY - DO NOT OPEN**Project Name: SAYBROOK LANE REHABILITATION****CC #: 1690****Bid Opening Date: Tuesday, May 16 at 10:00 a.m.****3. Proposal Signature**

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

4. Delivery Of Proposal

Bids will only be received electronically through the City's PlanetBids System Vendor Portal website at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=15340>. Bids will not be accepted after the specified Bid Opening date and time. The bidder shall have the sole exclusive responsibility for ensuring that the bid is received by the specified bid opening date and time. For technical support with the electronic bidding system, please click the Help Center icon from any PlanetBids screen to be directed to the technical support help desk.

Any bidder may personally withdraws his bid from the City's PlanetBids system prior to the bid opening date and time stated in the Notice Inviting Bids. Any request to withdraw a bid after bid opening shall meet all requirements of Public Contract Code section 5100 et seq. and must be submitted in writing within five (5) working days, excluding Saturdays, Sundays and State holidays, specifying in detail the mistake.

5. Return Of Proposal Guarantees

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

6. Taxes

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

7. Disqualification Of Bidders

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

8. Contractor's License Requirement

This project requires the Contractor to possess a valid State of California contractor's license of the proper classification in accordance with the provisions of Public Contract Code Section 10164.

9. References

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

10. Listing Of Subcontractors

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

11. Discrepancies And Misunderstandings

Bidders must satisfy themselves by personal examination of the work site, plans, specifications and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the Work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Should a bidder find any errors, omissions, or discrepancies in the plans, specifications, and other contract documents or should he be in doubt as to their meaning, he shall notify the AGENCY. Such notification must be submitted, if any, must be submitted no later than 10:00 a.m. Thursday, November 10, 2022. Any inquiries received after this deadline will not be accepted. Questions must be submitted electronically through the City's PlanetBids system. Emails, phone calls, and faxes will not be accepted. Questions submitted to City staff will not be addressed and bidder will be directed to the PlanetBids system.

If the City determines that the point in question is substantive and is not clearly and fully set forth in the Contract Documents, the City will issue a written addendum clarifying the matter which will be posted on the City's PlanetBids System Vendor Portal website at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=15340>. Any interpretation of the Contract Documents will be made only by written addenda on the City's PlanetBids system. City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation. Any addenda issued during the bidding period shall form a part of the contract and shall be included with the proposal.

12. Equivalent Materials

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

13. Legal Responsibilities

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

14. Award Of Contract

The award of contract, if made, will be to the lowest responsive and responsible bidder as determined solely by the AGENCY. The AGENCY reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a maximum period of 60 days. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated.

15. Material Guarantee

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

16. Execution Of Contract

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

17. Submission Of Bonds And Insurance

The successful bidder will be required to furnish the necessary bonds and insurance to the AGENCY within 10 working days from the award of contract. See **Appendix F** for the City approved Payment and Performance Bond Forms. The Contractor may use any standard form for the Bid Bond. The successful bidder shall provide a certificate stating that the bonding company is admitted to do business in the State of

California. This certification may be obtained from the Executive Officer and Clerk of the Superior Court at the following address & phone:

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

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

18. Addenda

Substantive City changes to the requirements contained herein will be made by written addendum to this Invitation for Bids. Any written addenda issued pertaining to this Invitation for Bids will be posted on the City's PlanetBids System Vendor Portal website at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=15340>, and will be incorporated into the terms and conditions of any resulting Purchase Order and/or Contract as appropriate. The City shall not be bound to any modifications to or deviations from the requirements set forth in this Instructions to Bidders as the result of oral instruction or communication.

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

19. Bid Protest

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

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

20. Questions to the Engineer

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

SECTION C

PROPOSAL

for the construction of
SAYBROOK LANE REHABILITATION
from
HEIL AVENUE TO EDINGER AVENUE
CC No. 1690

in the
CITY OF HUNTINGTON BEACH

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

In compliance with the Notice Inviting ELECTRONIC Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Huntington Beach. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Huntington Beach, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **40** working days, starting from the date of the Notice to Proceed.

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

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

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

Accompanying this proposal of bid, find _____ in the amount of _____ which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting ELECTRONIC Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond for__% ", as the case may be) Any standard Surety Bid Bond form is acceptable.

Bidder shall signify receipt of all Addenda here, if any:

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

SAYBROOK LANE (EDINGER TO HEIL) CC-1690

PROJECT BID SCHEDULE

Bid No.	Const No.	Description	Contract Quantity	Unit	Unit Price	Extended Amount
1	--	MOBILIZATION	1	LS	\$ _____	\$ _____
2	--	TRAFFIC CONTROL PLAN	1	LS	\$ _____	\$ _____
3	--	FURNISH PROJECT TRAFFIC CONTROL	1	LS	\$ _____	\$ _____
4	--	FURNISH AND INSTALL SIGNING AND STRIPING	1	LS	\$ _____	\$ _____
5	--	PROJECT SPECIFIC WPCP (WATER POLLUTION CONTROL PLAN) TO ADDRESS CONSTRUCTION BMP'S.	1	LS	\$ _____	\$ _____
6	--	INSTALL AND MAINTAIN CONSTRUCTION BMP'S PER APPROVED WPCP.	1	LS	\$ _____	\$ _____
7	2	REMOVE TREE AND ROOTS; GRIND TREE STUMP AND ROOTS TO 24" BELOW TOP OF SIDEWALK/GRADE. PULL OUT ALL ROOTS WITHIN PROPOSED IMPROVEMENTS.	23	EA	\$ _____	\$ _____
8	3	REMOVE STUMP AND ROOTS (NO TREE, ONLY STUMP AT THIS LOCATION); GRIND TREE STUMP AND ROOTS TO 24" BELOW TOP OF SIDEWALK/GRADE. PULL OUT ALL ROOTS WITHIN PROPOSED IMPROVEMENTS.	2	EA	\$ _____	\$ _____
9	4	FURNISH AND PLANT NEW 24" BOX TREE, KING PALM - ARCHONTOPHOENIX ALEXANDRAE, PER HB STD. PLANS 714, 715, 716, 718 & 719 AS SHOWN ON PLANS. (ITEM INCLUDES EXISTING LANDSCAPE AND IRRIGATION REMOVAL TO ACCOMMODATE NEW TREE; REPLACEMENT OF IRRIGATION IN KIND, BACKFILLING WITH CLASS A TOP SOIL, AND INSTALLATION OF ARBOR-GARD OR APPROVED EQUAL AT BASE OF NEW TREE; 1 YEAR MAINTENANCE AND GAURANTEE)	25	EA	\$ _____	\$ _____

SAYBROOK LANE (EDINGER TO HEIL) CC-1690

PROJECT BID SCHEDULE

Bid No.	Const No.	Description	Contract Quantity	Unit	Unit Price	Extended Amount
10	5	SAWCUT AND REMOVE EXISTING SIDEWALK AND CONSTRUCT TREE WELL WITH SIDEWALK PER DETAIL ON SHEET 5. (ITEM INCLUDES REMOVAL OF SIDEWALK, 82 SF OF NEW SIDEWALK, NON-CHEMICAL WEED CONTROL BARRIER TO BE DUPONT LANDSCAPE MAX OR APPROVED EQUAL AND MULCH.)	25	EA	\$ _____	\$ _____
11	6	REMOVE AND RECONSTRUCT SIDEWALK PER HB STD PLAN 207.	5,525	SF	\$ _____	\$ _____
12	7	REMOVE AND RECONSTRUCT CURB AND GUTTER PER HB STD. PLAN 202 (CF= 8"). (ITEM INCLUDES CMB, SLOT PAVEMENT AND LOT DRAIN.)	980	LF	\$ _____	\$ _____
13	8	REMOVE AND RECONSTRUCT DRIVEWAY CURB AND GUTTER PER HB STD. PLAN 209 WITH #4 EPOXY DOWEL AT 12" OC. (ITEM INCLUDES ALL APPURTENANCES, DEPRESSED CURB & GUTTER, SLOT PAVE, AND ALL ITEMS NECESSARY TO COMPLETE THE WORK IN PLACE.)	53	LF	\$ _____	\$ _____
14	9	REMOVE AND RECONSTRUCT CURB ACCESS RAMP, DEPRESSED CURB, AND GUTTER PER CALTRANS STD PLAN RSP A88A FROM BCR TO ECR. (CASE SHOWN ON PLAN). (INCLUDES ALL APPURTENANCES, CURB GUTTER, DEPRESSED CURB, SIDEWALK, DOMES, RETAINING CURB, CMB, SLOT PAVEMENT, AND ALL ITEMS FROM ECR TO BCR NECESSARY TO COMPLETE THE WORK IN PLACE.)	9	EA	\$ _____	\$ _____
15	10	REMOVE AND RECONSTRUCT CONCRETE CURB AND CROSS GUTTER PER HB STD. PLAN 205. (INCLUDES CONCRETE CURB, SPANDRELS, TRANSITIONS, SLOT PAVEMENT, CMB, AND ALL ITEMS NECESSARY TO COMPLETE THE WORK IN PLACE.)	1,975	SF	\$ _____	\$ _____
16	11	COLD MILL EXISTING AC PAVEMENT TO A DEPTH OF 0.17' FROM EXISTING SURFACE.	9,560	SF	\$ _____	\$ _____
17	12	COLD MILL EXISTING AC PAVEMENT TO A MINIMUM DEPTH OF 0' AND TAPER FROM 0' TO 0.17' PER DETAILS ON SHEET 5.	74,300	SF	\$ _____	\$ _____

SAYBROOK LANE (EDINGER TO HEIL) CC-1690

PROJECT BID SCHEDULE

Bid No.	Const No.	Description	Contract Quantity	Unit	Unit Price	Extended Amount
18	13	CONSTRUCT A 0.17' ASPHALT RUBBER HOT MIX (ARHM-GG-C PG 64-16) WET PROCESS OVERLAY.	2,275	TN	\$ _____	\$ _____
19	14	REMOVE EXISTING AC PAVEMENT AND AB TO A DEPTH OF 0.67' AFTER COLD MILL. CONSTRUCT NEW 0.67' B-PG 70-10 AC DEEP LIFT OVER 95% COMPACTED SUBGRADE PRIOR TO PLACING 0.17' ARHM PER PLANS AND DETAIL ON SHEET 5.	3,090	TN	\$ _____	\$ _____
20	15	REPLACE WATER VALVE BOX ASSEMBLY AND ADJUST TO GRADE PER HB STD PLAN 612.	8	EA	\$ _____	\$ _____
21	16	FURNISH AND INSTALL COMPOSITE SEWER MANHOLE FRAME AND COMPOSITE COVER AND ADJUST TO GRADE PER HB STD.PLAN 513(b).	5	EA	\$ _____	\$ _____
22	18	REMOVE EXISTING, FURNISH AND INSTALL NEW TRAFFIC PULL BOX PER CALTRANS STD. ES-8 & HB STD. PLAN 422 AND ADJUST TO GRADE. PULL BOXES W/FIBERLYTE LID SHALL BE "CHRISTY FIBERLYTE" OR CITY APPROVED EQUAL. SIZE PER PLAN. LOCATION IS TO BE DETERMINED BY ENGINEER.	5	EA	\$ _____	\$ _____
23	19	ADJUST EXISTING SURVEY MONUMENT WELL TO FINISHED GRADE. PROTECT EXISTING SURVEY MONUMENT IN PLACE.	2	EA	\$ _____	\$ _____
24	20	REMOVE EXISTING, FURNISH AND INSTALL NEW WATER METER BOX PER HB STD. PLAN 601/603 AND GRADE. PULL BOXES W/ FIBERLYTE LID SHALL BE "CHRISTY FIBERLYTE" OR CITY APPROVED EQUAL.	1	EA	\$ _____	\$ _____

Total Amount Bid in Figures: \$

LIST OF SUBCONTRACTORS

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

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

By submission of this proposal, the Bidder certifies:

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

NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at _____, _____
*Date**City**State*

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Name of Bidder

Signature of Bidder

Address of Bidder

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF HUNTINGTON BEACH, CALIFORNIA

Gentlemen:

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

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

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

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

Contractor

By

Title

Date: _____

DISQUALIFICATION QUESTIONNAIRE

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

QUESTIONNAIRE

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

☐ Yes ☐ No

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

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

COMPENSATION INSURANCE CERTIFICATE

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

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

Contractor

By

Title

Date: _____

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder Name

Business Address

City, State Zip

()

Telephone Number

Email Address

State Contractor's License No. and Class

Original Date Issued

Expiration Date

The work site was inspected by _____ of our office on _____, 2022__.

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

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

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

Company Name

Signature of Bidder

Printed or Typed Signature

Subscribed and sworn to before me this ____ day of _____, 202__.

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

State of _____)

County of _____)

On _____ before me, _____
Month, Day, and Year Insert Name and Title of Notary

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public (PLACE NOTARY SEAL ABOVE)

Bidder's Project History

For the purposes of this project, the bidder shall provide project history of similar work, specifically referencing the construction of {Describe specific work and experience necessary for project. For example, "Sanitary sewer line installation of at least of 1,000 of 8-inch and greater in public right-of-way. Sanitary sewer lift stations of similar size, project work within public streets, an area containing high ground water and pipeline construction in high ground water regions with trench depths of 8-feet to the invert."}. Bidders are encouraged to submit supplemental relevant project history in addition to the projects listed herein.

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

1. _____
Name and Address of Public Agency

Name and Telephone No. of Project Manager: _____

Contract Amount Type of Work Date Completed

Provide additional project description to show similar work:

2. _____
Name and Address of Public Agency

Name and Telephone No. of Project Manager: _____

Contract Amount Type of Work Date Completed

Provide additional project description to show similar work:

3. _____
Name and Address of Public Agency

Name and Telephone No. of Project Manager: _____

Contract Amount Type of Work Date Completed

Provide additional project description to show similar work:

Bidder's Critical Staff

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

1. _____
Name of proposed Project Manager

Telephone No. of proposed Project Manager: _____

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

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

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

2. _____
Name of proposed Superintendent

Telephone No. of proposed Superintendent: _____

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

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

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

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

Pursuant to SB 854 (citing Labor Code Section 1771.1(a)), passed by the California State Senate on June 20, 2014, established a new public works Contractor Registration Program, which requires all contractors and subcontractors bidding and performing work on Public Works Projects to register on an annual basis (each July 1 through June 30 state fiscal year) with the California Department of Industrial Relations (DIR). Currently the annual non-refundable registration fee for Contractors is \$300. Each contractor to whom a public works contract has been awarded shall sign the following certificate.

DIR FACT SHEET on SB 854

http://www.dir.ca.gov/DLSE/PublicWorks/SB854FactSheet_6.30.14.pdf

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

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

DIR's Contractor Registration searchable database:

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

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

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

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

Contractor

By

Email

Title

Date: _____

PWC Registration #: _____

RELIABLE CONTRACTOR DECLARATION

CalRecycle 168 (Revised 7/13)

This form must be completed and submitted to the Department of Resources Recycling and Recovery (CalRecycle) prior to authorizing a contractor(s) to commence work. Failure to provide this documentation in a timely manner may result in nonpayment of funds to the contractor(s).

This form is intended to help the CalRecycle's Grantees comply with the Unreliable List requirement of their Terms and Conditions.

The Unreliable List provision requires the following:

Prior to authorizing a contractor(s) to commence work under the Grant, the Grantee shall submit to CalRecycle a declaration signed under penalty of perjury by the contractor(s) stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). Please see the reverse of this page, or refer to www.calregs.com

If any of the events listed in Section 17050 have occurred, disclosure is required but will not necessarily result in CalRecycle refusing to approve the contractor. A signed statement explaining the facts and circumstances of the events must be attached to and submitted with this form.

Contractor: Complete the form and send original to the Grantee.

Grantee: Scan the form and upload it to the grant in CalRecycle's Grant Management System (GMS). *For further instruction about logging into GMS and uploading this form, reference the Procedures and Requirements.* Retain the original form in your grant file.

GRANTEE INFORMATION	
GRANTEE NAME:	GRANT NUMBER:
PRIMARY CONTACT NAME:	
CONTRACTOR INFORMATION	
CONTRACTOR NAME:	
AUTHORIZED CONTRACTOR REPRESENTATIVE NAME:	
MAILING ADDRESS:	
<p><i>As the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor.</i></p> <p><i>Alternatively, as the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, if any of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor, I have disclosed all such occurrences in an attached signed statement that explains the facts and circumstances of the listed events.</i></p>	
Signature	Date

Title 14 CCR, Division 7, Chapter 1

Article 5. Unreliable Contractors, Subcontractors, Borrowers and Grantees

Section 17050. Grounds for Placement on Unreliable List

The following are grounds for a finding that a contractor, any subcontractor that provides services for a CalRecycle agreement, grantee or borrower is unreliable and should be placed on the CalRecycle Unreliable Contractor, Subcontractor, Grantee or Borrower List ("Unreliable List"). The presence of one of these grounds shall not automatically result in placement on the Unreliable List. A finding must be made by the Executive Director in accordance with section 17054, and there must be a final decision on any appeal that may be filed in accordance with section 17055 et seq.

- (a) Disallowance of any and/or all claim(s) to CalRecycle due to fraudulent claims or reporting; or
- (b) The filing of a civil action by the Attorney General for a violation of the False Claims Act, Government Code section 12650 et. seq; or
- (c) Default on a CalRecycle loan, as evidenced by written notice from CalRecycle staff provided to the borrower of the default; or
- (d) Foreclosure upon real property loan collateral or repossession of personal property loan collateral by CalRecycle; or
- (e) Filing voluntary or involuntary bankruptcy, where there is a finding based on substantial evidence, that the bankruptcy interfered with the CalRecycle contract, subcontract, grant or loan; or
- (f) Breach of the terms and conditions of a previous CalRecycle contract, any subcontract for a CalRecycle agreement, grant, or loan, resulting in termination of the CalRecycle contract, subcontract, grant or loan by the CalRecycle or prime contractor; or
- (g) Placement on the CalRecycle's chronic violator inventory established pursuant to Public Resources Code section 44104 for any owner or operator of a solid waste facility; or
- (h) The person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee of an entity has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance under any CalRecycle contract, subcontract, grant or loan; or
- (i) The person or entity is on the list of unreliable persons or entities, or similar list, of any other federal or California state agency; or
- (j) The person or entity has violated an Order issued in accordance with section 18304; or,
- (k) The person or entity has directed or transported to, has or accepted waste tires at, a site where the operator is required to have but does not have a waste tire facility permit; or,
- (l) The person or entity has transported waste tires without a waste tire hauler registration; or,
- (m) The person or entity has had a solid waste facility or waste tire permit or a waste tire hauler registration denied, suspended or revoked; or,
- (n) The person or entity has abandoned a site or taken a similar action which resulted in corrective action or the expenditure of funds by CalRecycle to remediate, clean, or abate a nuisance at the site; or
- (o) The following are additional grounds for a finding that, a person or entity described below should be placed on the Unreliable List:
 - (1) The person or entity owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (2) The person held the position of officer director, manager, partner, trustee, or any other management position with significant control (Principal Manager) in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (3) The entity includes a Principal Manager who:
 - 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (4) The entity has a person who owns 20% or more of the entity, if that person:
 - 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (5) The entity has another entity which owns 20% or more of the entity, if that other entity:
 - 1. Is on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (6) Subsection (o) is not intended to apply to a person or entity that purchases or otherwise obtains an entity on the Unreliable List subsequent to its placement on the Unreliable List.

BIDDER'S CERTIFICATION*

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

Economic Opportunities for Low and Very Low-Income Persons

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

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

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

Contractor: _____
Contact Person: _____
Contact Phone: _____
Signed: _____
Date: _____

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

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

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

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

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

Signature

Print Name

Date

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

☐ Yes ☐ No

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

PUBLIC CONTRACT CODE 10232 STATEMENT

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

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

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

Signature

Print Name

Date

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

To the CITY of Huntington Beach
DEPARTMENT OF PUBLIC WORKS.

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

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

Signature

Print Name

Date

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

Signature

Print Name

Date

**NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

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

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

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

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

Signature

Print Name

Date

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier , if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:Standard Form LLL Rev. 04-28-06 **Distribution:** Orig- Local Agency Project Files**EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES****INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for

such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

Construction Contract DBE Commitment

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: City of Huntington Beach 2. Contract DBE Goal: 12%
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	\$				
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____				%				
25. <table border="1"> <tr> <td>Award</td> <td>Amount:</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>			Award	Amount:	_____	_____	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.	
Award	Amount:							
_____	_____							
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.								
26. Local Agency Representative's Signature _____ 27. Date _____			16. Preparer's Signature _____ 17. Date _____					
28. Local Agency Representative's Name _____ 29. Phone _____			18. Preparer's Name _____ 19. Phone _____					
30. Local Agency Representative's Title _____			20. Preparer's Title _____					

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

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

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). CRAL -5181 (195)
 _Bid Opening Date /26/22_____

The City of Huntington Beach established a Disadvantaged Business Enterprise (DBE) goal of 13% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

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

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

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

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

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

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

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

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

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

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provide a quote or bid but were not selected to participate as a subcontractor on this project. Photocopy this form for additional firms.

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

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

Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

Exhibit 17-F Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

[illegible]

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

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

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.

SECTION D

SAMPLE CONTRACT

FEDERALLY FUNDED CONSTRUCTION CONTRACT
BETWEEN THE CITY OF HUNTINGTON BEACH AND

FOR

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

WHEREAS, CITY has solicited bids for a public works project, hereinafter referred to as "PROJECT," more fully described as _____ in the City of Huntington Beach; and

CONTRACTOR has been selected to perform said services,

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

1. STATEMENT OF WORK; ACCEPTANCE OF RISK

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

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

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

2. ACCEPTANCE OF CONDITIONS OF WORK; PLANS AND SPECIFICATIONS

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

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

"Contract Documents" as defined herein mean and include:

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

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

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

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

3. COMPENSATION

CITY agrees to pay and CONTRACTOR agrees to accept as full compensation for the faithful performance of this Agreement, subject to any additions or deductions made under the provisions of this Agreement or the Contract Documents, a sum not to exceed _____ Dollars (\$_____), as set forth in the Contract Documents, to be paid as provided in this Agreement.

4. COMMENCEMENT OF PROJECT

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

5. TIME OF THE ESSENCE

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

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

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

6. CHANGES

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

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

7. NOTICE TO PROCEED

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

8. BONDS

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

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

9. WARRANTIES

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

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

10. INDEPENDENT CONTRACTOR

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

11. LIQUIDATED DAMAGES/DELAYS

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

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

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

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

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

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

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

12. DEMANDS FOR ADDITIONAL TIME OR MONEY

A. Definitions.

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

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

(a) A time extension;

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

(c) Payment of an amount the CITY disputes;

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

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

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

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

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

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

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

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

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

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

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

13. VARIATIONS IN ESTIMATED QUANTITIES

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

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

14. PROGRESS PAYMENTS

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

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

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

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

15. WITHHELD CONTRACT FUNDS, SUBSTITUTION OF SECURITIES

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

16. AFFIDAVITS OF SATISFACTION OF CLAIMS

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

17. WAIVER OF CLAIMS

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

18. INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

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

19. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY
INSURANCE

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

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

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

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

20. INSURANCE

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

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

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

21. CERTIFICATES OF INSURANCE; ADDITIONAL INSURED
ENDORSEMENTS

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

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

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

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

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

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

22. DISADVANTAGED BUSINESS ENTERPRISES.

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

23. CALIFORNIA PREVAILING WAGE LAW.

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

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

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

24. CALIFORNIA EIGHT-HOUR LAW

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

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

25. PAYMENT OF TRAVEL AND SUBSISTENCE ALLOWANCE

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

26. EMPLOYMENT OF APPRENTICES

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

27. PAYROLL RECORDS

CONTRACTOR agrees to keep accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worker employed by it in connection with the PROJECT and agrees to require each of its subcontractors to do the same. CONTRACTOR further agrees that its payroll records and those of its subcontractors, if any, shall be available at all reasonable times to the CITY, and the employee or his representative, and the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards, and to comply with all of the provisions of California Labor Code Section 1776, in general.

28. FEDERAL PARTICIPATION

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

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

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

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

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

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

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

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

a. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials

b. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the United States may be used if authorized

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

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

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

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

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

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

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

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

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

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

30. NOTICE OF THIRD-PARTY CLAIM

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

31. DEFAULT AND TERMINATION

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

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

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

32. TERMINATION FOR CONVENIENCE

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

33. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

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

34. NONASSIGNABILITY

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

35. CITY EMPLOYEES AND OFFICIALS

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

36. STOP NOTICES; RECOVERY OF ADMINISTRATIVE COSTS

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

37. NOTICES

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

TO CITY:

City of Huntington Beach

ATTN: _____

2000 Main Street

Huntington Beach, CA 92648

TO CONTRACTOR:

38. SECTION HEADINGS

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

39. IMMIGRATION

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

40. LEGAL SERVICES SUBCONTRACTING PROHIBITED

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

41. ATTORNEY'S FEES

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

42. INTERPRETATION OF THIS AGREEMENT

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

43. GOVERNING LAW

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

44. DUPLICATE ORIGINAL

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

45. CONSENT

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

46. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

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

47. SIGNATORIES

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

48. ENTIRETY

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

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

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

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

CONTRACTOR

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

By: _____

Mayor

print name

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

City Clerk

AND

INITIATED AND APPROVED:

By: _____

Director of Public Works

print name

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

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
(Contractor's Proposal)

EXHIBIT B

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants /

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

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

a. 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, 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 Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

2. Withholding (29 CFR 5.5)

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 (29 CFR 5.5)

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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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

4. Apprentices and trainees (29 CFR 5.5)

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. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to 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 as provided in 29 CFR 5.5.

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

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

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. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

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

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

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

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

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

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

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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:

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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

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

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

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

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

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

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

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

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

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

SECTION E

SPECIAL PROVISIONS

All the Work to be done under this contract shall be in accordance with these Special Provisions and the **“GREENBOOK” Standard Specifications for Public Works Construction, 2021 edition**, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of Associated General Contractors of California. Copies of the Standard Specifications are available from the publisher:

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

or

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

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

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

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

PART 1

GENERAL PROVISIONS

SECTION 1 – GENERAL

1-2 TERMS AND DEFINITIONS.

[Add the following:].

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

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

County..... The County of Orange.

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

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

1-7 AWARD AND EXECUTION OF THE CONTRACT.

1-7.1 General.

[Replace with the following:].

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

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

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

1-7.2 CONTRACT BONDS.

[Add the following:].

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

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

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

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

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

SECTION 2 - SCOPE OF THE WORK

2-2 PERMITS.

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

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

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

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

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

Storm Water Quality Requirements for this project are as follows:

Project Specific Storm Water Pollution Prevention Plan (SWPPP)Required
Minimum Best Management Practices (BMPs).....Required

The CONTRACTOR is responsible for managing the construction site in accordance with the City's NPDES Permit and Municipal Code Chapter 14.25 - Stormwater and Urban Runoff Management ordinance and the Project Specific SWPPP. The purpose of the NPDES permit and ordinance is the improvement of water quality through the control of pollutants. Without exception, discharges of stormwater from a construction site into the storm drain system (gutter)

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

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

2-5.1 General.

[Add the following:].

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

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

SECTION 3 – CONTROL OF THE WORK

3-4 AUTHORITY OF BOARD AND THE ENGINEER. [Add the following].

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

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

3-7 CONTRACT DOCUMENTS.

3-7.1 General. [Add the following:].

Only written authorization from the AGENCY shall be binding over any deviation or change in the Plans and Specifications. Please refer to Sections 2-6 to 2-10 for further explanation. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met. Reference in the Special Provisions to "State Standard Specifications" shall mean the Standard Specifications, latest edition, of the State of California, Department of Transportation. Copies of these specifications may be obtained from:

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

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

“Greenbook” Standard Plans for Public Works Construction, published by the American Public Works Association, **2021 edition**.

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

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

3-7.1.1.1 Agency Supplied Plans and Specifications. [Add the following:].

The City shall supply no more than 5 sets of plans and specifications for the Contractor’s use. Additional copies are the responsibility of the Contractor. The Contractor may elect to

reproduce existing sets, or purchase additional sets directly through the City's reprographics company.

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

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

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

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

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

3-10 SURVEYING.

3-10.1 General.
[Add the following:].

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

3-10.1.1 Survey Service.

All construction surveying and monument preservation work will be performed by the AGENCY.

3-11 CONTRACT INFORMATIONAL SIGNS.
[Replace first paragraph with the following:].

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

For all project work, doorknob notification explaining the work location, scope of work, tree removal and replacements, and AGENCY contact information will be posted at all residential and business addresses adjacent to the project area no later than two weeks prior to commencement of any work.

Doorknob notification of residents and business owners directly affected by construction and the posting of “No Parking” notification signs shall occur a minimum of 48 hours prior to construction. If the work is rescheduled Door Hangers AND “No Parking” signs shall be re-issued, 48 hours in advance of the work, reflecting the revised dates.

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

3-12 WORK SITE MAINTENANCE.

3-12.1 General.

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

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

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

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

3-12.5.3 Spill Prevention and Emergency Response Plan.

[Add the following:].

Secondary containment shall be provided with portable toilets.

3-14 CLAIM RESOLUTION.

[Add the following:].

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

SECTION 4 - CONTROL OF MATERIALS

4-1 General.

[Add the following:].

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

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

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

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

4-3 INSPECTION.

4-3.1 General.

[Add the following.]

The Contractor shall notify the Engineer 48 hrs before inspection is required. If the Contractor requests to work under this contract more than 8 hrs. /day or more than 40 hrs. /week, Saturday, Sunday, or AGENCY holidays, then the following will apply. The inspector's hourly overtime rate will vary depending on if the work is on a weekend or a holiday. The Contractor shall arrange requested overtime inspection services, 24 hours in advance, with the Public Works Inspector and Contract Administrator. The Contractor will fill out and submit the "Request For After Hours Inspection" form along with a check. The check payment amount shall be based on 4-hour increments of \$484, which reflects time and a half.

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

4-4 TESTING.

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

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

4-6 TRADE NAMES.

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

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR.

5-3.2 Prevailing Wages.

[Add the following:].

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

The Local Assistance reports included in **Appendix** shall be completed and submitted to the AGENCY with the Final Progress Payment.

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

5-4 INSURANCE.

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

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

Except as provided in 6-10, Contractor hereby agrees to protect, defend indemnify and hold harmless AGENCY, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all, claims, damages, losses, expenses, judgments, demands defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the AGENCY. Contractor will

conduct all defense at its sole cost and expense and AGENCY shall approve selection of Contractor's counsel. City shall be reimbursed for all costs and attorney's fees incurred by the AGENCY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. The AGENCY will not be liable for any accident, loss or damage to the Work prior to its completion and acceptance, except as provided in 6-10.

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

5-7 SAFETY.

[Add the following Subsection:].

5-7.7 Security and Protective Devices.

5-7.7.1 General.

[Add the following:].

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

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

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

5-7.9 Work Area Traffic Control.

[Add the following section:].

5-7.9.1 General.

All traffic control shall be in accordance with the following documentation: **Caltrans California Manual on Uniform Traffic Control Devices (MUTCD), latest edition; California Coded Sign Specifications, 2010 edition; Caltrans Standard Plans, latest edition; Caltrans**

Standard Specifications, latest edition; American Public Works Association Southern California Chapter – Work Area Traffic Control Handbook, latest edition (i.e. WATCH Manual).

Within 30 calendar days after notification of award, the Contractor shall submit, for review and approval by the Engineer, a Traffic Control Plan. The Traffic Control Plan shall be wet signed and stamped by a civil engineer familiar with the preparation of traffic control plans and licensed by the State of California. The plans shall incorporate, as a minimum, the following requirements of Section 7-10.3.

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

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

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

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

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

FIRE DEPARTMENT: *at (714) 536-5411*

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

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

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

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

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

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

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

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

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

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

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

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

Warning Signs

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

5-7.9.2 Traffic Control Plan (TCP) [Add the following:].

Traffic Control Plans shall be prepared in accordance with the AGENCY's Traffic Control Plan Preparation Guidelines, **2005 edition** and shall be reviewed and approved by the Engineer. The Contractor shall submit the plans to the Engineer for approval or correction at least 10 working days before approved plans will be required for commencing the work.

The Traffic Control Plans (TCP) shall be prepared under the supervision of a registered professional Civil Engineer licensed to practice in the State of California. Each sheet of the TCP shall have the name, address, and telephone number of the engineer or engineering firm that prepared the

TCP, and the professional engineer's stamp and expiration date, and the professional engineer's signature and signature date.

Approval of the plans by the Engineer shall not relieve the Contractor from the responsibility for errors or omissions in the plans or from deviations from the Contract Documents. This traffic control plan shall provide pedestrian access throughout the construction area. The appropriate signing, barricades, etc., shall be included on the plan. This pedestrian access shall comply with the accessibility requirements contained within the American with Disabilities Act (ADA).

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

The Contractor shall be responsible for the correctness of the plans and for the results obtained by the use of such plans.

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

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

Arterials

Saybrook and Edginer Avenue: Maintain one through travel lane in each direction during work hours, with all travel lanes being opened to traffic outside of working hours. Vehicular traffic may be restricted to one lane in each direction for up to five continuous days once during the duration of the construction contract.

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

5-7.9.3 Shoring Plan.

[Replace the fourth sentence with the following:].

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-2 PROSECUTION OF THE WORK.

[Add the following].

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

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

6-3 TIME OF COMPLETION.

6-3.1 General.

[Add the following:].

The time within which the Work must be completed by the Contractor is fixed at **40** working days, including pipe delivery, starting from and after the date in the Notice to Proceed with the Work, issued by the AGENCY to the Contractor, exclusive of maintenance periods. The contract shall allow the Contractor 40 working days to complete the contract.

The Notice of Proceed will be issued no later than **Monday, January 16, 2023** and the working days will commence for this project.

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

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

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

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

Edinger Avenue, Heil Avenue, and Saybrook Lane

6-9 LIQUIDATED DAMAGES

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

\$1,000.00 per calendar days.

SECTION 7 - MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.1 General.

[Replace the last paragraph with the following:].

Compensation for items of work not specifically identified in these Special Provisions shall include all labor, materials, tools, equipment, safety measures, and supervision required to complete the work to grades and dimensions shown on the Plans or staked in the field. There shall be no compensation except for the bid items specified in the Proposal. The cost of all work shown in the Plans and Specifications but not specifically identified as a bid item or described within a bid item shall be included in related bid items, and no additional compensation shall become due the Contractor by nature of compliance with the Plans and Specifications except as provided in Sections 2-6 to 2-10 of the Greenbook, as modified in these Special Provisions.

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

7-3.2 Partial and Final Payment.

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

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

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

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

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

7-4 PAYMENT FOR EXTRA WORK.

7-4.2 Basis for Establishing Costs.

[Add the Following:]

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

7-4.2.1 Labor.

[Add the Following:]

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

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

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

7-4.2.3 Tool and Equipment Rental.

[Replace entire subsection with the following:]

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

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

7-4.3 Markup.

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

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

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

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

SECTION 8 -FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL.

[Add the following:].

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

PART 2 CONSTRUCTION MATERIALS

SECTION 200 - ROCK MATERIALS

200-1 ROCK PRODUCTS.

200-1.1 General.

[Add the following:].

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

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

200-2 UNTREATED BASE MATERIALS.

200-2.1 General.

[Add the Following:].

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

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

SECTION 201- CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.2 Materials.

201-1.2.4 Chemical Admixtures.

[Replace Subsection in total with the following:].

Admixtures will not be permitted.

SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE.

203-6.1 General.

[Add the following:].

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

203-11 ASPHALT RUBBER HOT MIX (ARHM)

203-11.3 Composition and Grading.

[Replace the first paragraph with the following:].

Asphalt-rubber hot-mix gap graded surface course shall be ARHM-GG-C PG 64-16 (1/2") and shall conform to the requirements of Section 203-11 and Section 302-9. The asphalt binder to be mixed with the mineral aggregate shall be paving asphalt conforming to the Performance Grade specifications of Section 203-1. The grading of the combined aggregates for rubberized asphalt concrete shall conform to the requirements of Table 203-11.3.

Asphalt Rubber Hot Mix shall contain one hundred percent (100%) California-generated waste tires in the rubber portion of the Rubber Hot Mix and the rubberized binder shall contain a minimum of 300 pounds (equivalent to 15% by weight) of tire-derived crumb rubber per ton of rubberized binder. No RAP shall be incorporated in the paving asphalt mix design.

SECTION 213 - ENGINEERING GEOSYNTHETICS

213-5 GEOTEXTILES AND GEOGRIDS.

[Replace entire subsection with the following:].

The exposed subgrade should be inspected during excavation and prior to placement of structural section. When time constraints do not permit suitable drying or where perimeter conditions include uncontrollable water sources, additional measures may be necessary. Where conditions are not firm and unyielding, use of a geogrid shall be considered. The excavation shall extend 4" greater than the currently planned structural section unless rut exceeds 4". Geogrids shall then be placed over the prepared grade. The geogrid shall be type S2, and the width of overlap shall be 1 to 3 feet depending on conditions encountered at the time of construction. Aggregate base shall be end dumped and spread in minimum 12" lifts. No equipment shall be permitted to operate on the exposed geogrid or on top of the aggregate base where thickness is less than 12". Where rut depths exceed 4", a qualified pavement engineer shall be contacted to review conditions and provide specific recommendations.

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

214-5 THERMOPLASTIC MATERIAL FOR TRAFFIC STRIPING AND MARKINGS.

214-5.1 General. [Add the following:].

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

Equipment

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

Equipment for applying material when the Plans require molten thermoplastic markings shall readily extrude the material between 400 °F and 425 °F to produce a continuous line 1/16 inch to 3/16 inch thick, of uniform cross section, and having clear, sharp dimensions. The minimum application thickness shall be 1/16-inch for longitudinal lane lines and yellow lines separating traffic in opposite directions. All other stripes, lines, and pavement legends shall be applied at a minimum thickness of 1/10-inch.

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

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

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

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

Grinding shall not be permitted.

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

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

Temporary Striping, Signing, Raised Pavement Markers:

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

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

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

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

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

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

Temporary striping is required if final striping has not been placed 10 working days after the installation of final pavement.

Pavement Delineations Standards

All pavement delineations shall conform to the standards of applicable portions of the current **California Manual on Uniform Traffic Control Devices (MUTCD), 2014 edition, Caltrans Standard Plans, 2018 edition A20A-C and A24A-D, and the City of Huntington Beach Standard Plans, current edition.**

Measure and Payment

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

PART 3

CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

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

No burning will be permitted.

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

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

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

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

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

300-2 UNCLASSIFIED EXCAVATION.

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

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

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

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

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

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

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

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

301-1 SUBGRADE PREPARATION

300-1.1 General
[Add the following:].

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

SECTION 302 - ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT.

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

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

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

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

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

Prior to placement of asphalt concrete, a tack coat of **HPS, a tack coat material that cures on contact so that treated pavements could be driven on a paved over immediately shall be applied to all contract surfaces. Application rates should range from 0.10 to 0.15 gallons of HPS material per square yard depending on the condition of the surface. Tony Nader of Marathon Petroleum can be contacted for further product information at 562-445-1120 or by email at anader@marathonpetroleum.com.**

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

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

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

302-5.5 Distribution and Spreading.

[Add the following:].

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

302-5.10 Crack Sealing.

[Add the following subsection 302-5.10:].

Cracks ¼ inch and greater shall be cleaned for the entire crack depth using sandblasting, brushing, and air blowing techniques as required to provide a crack free from all debris, dust, loose material and moisture. Gouging or plowing may be required to remove incompressible debris in the crack. The cleaned crack shall be filled with granulated tire rubber, plasticizer and filler, as manufactured by Crafcro as Polyflex Type 2, or approved equal. All crack filler material shall be in conformance with the following specifications:

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

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

302-5.10.1 Crack Sealing Payment.

[Add the following subsection 302-5.10.1:].

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

302-9 ASPHALT RUBBER HOT MIX (ARHM)

302-9.10 Material Transfer Device (Shuttle Buggy). [Add the following].

302-9.10.1 General [Add the following].

In order to reduce asphalt consolidation which, once laid, is difficult to repair leaving rock pockets and a weakened roadway pavement section. The Shuttle Buggy shall be used for the placement of ARHM. The material transfer device speed shall be adjusted to the speed of the paver to maintain a continuous, nonstop paving operation.

302-9.10.2 Materials and Equipment. [Add the following].

The Shuttle Buggy shall have a minimum surge capacity of 15 tons, shall be self propelled and capable of moving independent of the paver, and shall be equipped with the following:

- (a) Front-Dump Hopper and Conveyor. The conveyor shall provide a positive restraint along the sides of the conveyor to prevent material spillage. Shuttle Buggies having paver style hoppers shall have a horizontal bar restraint placed across the foldable wings which prevents the wings from being folded.
- (b) Paver Hopper Insert. The paver hopper insert shall have a minimum capacity of 14 tons.
- (c) Mixer/Agitator Mechanism. This re-mixing mechanism shall consist of a segmented, anti-segregation, re-mixing auger or two full-length longitudinal paddle mixers designed for the purpose of re-mixing the ARHM. The longitudinal paddle mixers shall be located in the paver hopper insert.

302-9.10.3 Structures. [Add the following].

The Shuttle Buggy may be allowed to travel over structures under the following conditions:

- (a) Approval will be given by the Engineer.
- (b) The vehicle shall be emptied of ARHM material prior to crossing the structure and shall travel at crawl speed across the structure.
- (c) The tires of the vehicle shall travel on or in close proximity and parallel to the beam and/or girder lines of the structure.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

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

303-5.5 Finishing.

303-5.5.2 Curb.

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

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

303-5.5.4 Gutter

[Add the following:].

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

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

[Add the following subsection 303-5.5.5.1:].

303-5.5.5.1 Truncated Domes.

ADA-compliant curb access ramps shall be constructed per Caltrans Standard Plan A88A/A88B. Truncated domes shall be cast in place for new ramp construction and surface applied for existing ramp with domes applied to dry concrete utilizing the “Access Tile” or “Armor-Tile Tactile Systems” or AGENCY approved equal. The truncated domes shall be dark gray in color, unless otherwise specified by Caltrans for State Highways or federally funded projects. If applied over stamped concrete, dark gray traffic paint shall be applied. All products must carry a minimum 5-year warranty.

303-5.9 Measurement and Payment.

[Add the following:].

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

and/or the construction of proposed improvements, and the adjustment of existing utilities and other improvements located within the area of work in order to match the proposed finished surfaces and grades as indicated in the Project Plans and/or Specifications. Additionally, all depressed curb and gutter, and concrete sidewalk located within the limits of the new curb ramp, cross gutter, or driveway/alley approach shall be considered as part of said ramp, cross gutter, or approach and shall be paid for at the contract unit price bid for each item, respectively.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

306-3 TRENCH EXCAVATION

306-3.1 General.

[Add the following:].

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

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

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

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

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

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

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

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

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

306-4 SHORING AND BRACING.

[Add the following:].

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

306-5 DEWATERING.

[Add the following:]

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

306-6 BEDDING.

306-6.1 General.

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

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

[Add the following:].

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

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

306-6.5 Placement and Compaction.

306-6.5.1 General.

[Replace entire subsection with the following:].

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

Mechanical compaction shall conform to 306-12.3.

306-15 PAYMENT.

306-15.1 General.

[Replace entire subsection with the following:].

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

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

No additional compensation will be allowed therefor.

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

PART 4 EXISTING IMPROVEMENTS

SECTION 400 –PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

400-1 General.

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

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

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

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

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

SECTION 402 – UTILITIES

402-1 LOCATION.

[Add the following:].

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

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

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

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

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

402-2 PROTECTION.

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

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

402-4 RELOCATION.

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

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

402-5 DELAYS DUE TO UTILITY CONFLICTS

[Add the following paragraph:].

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

SECTION 403 – MANHOLE ADJUSTMENT AND RECONSTRUCTION

403-3 MANHOLES IN ASPHALT CONCRETE PAVEMENT

[Replace entire subsection with the following:].

The manhole and valve box locations and distance from curb to center shall be marked on the curb face by the Contractor.

The method of adjusting manholes in areas for resurfacing shall be as follows:

The asphalt pavement immediately adjacent to the manhole shall be removed, the manhole shaft extended with adjustment ring(s) to proper grade, the manhole frames and covers replaced, the manhole frames set in concrete, and the pavement replaced with a minimum of 2 inches of asphalt concrete. The finished grade of the water valve frame and cover shall be ¼ inches below the finish grade of the asphalt pavement. **Pavement adjacent to all adjusted manholes and utility valves shall be placed back to grade within 48 hours of adjustment completion unless Agency representative approves otherwise.**

The Contractor shall notify affected utility owners at least 5 working days in advance of the need to commence work required prior to paving operations and again for work required after paving operations. The Contractor shall mark locations of utility vaults where utility companies

specifically state adjustments shall be made after paving. If it is found too impractical for the utility owner to complete remodeling or adjustment to structures, as evaluated by the Engineer, then the Contractor shall be absolved of further responsibility in connection therewith, and the structure shall be adjusted to grade by the utility owner under permit or ordinance procedure established by the AGENCY for utility cuts in pavement.

Manhole adjustment and reconstruction shall commence no later than 5 days after final paving installation. Everyday of delay on manhole adjustment and reconstruction shall result in a deduction of a contract working day.

Any new concrete surface on the inside of an AGENCY sewer manhole shall be applied with a Zebron or Sancon coating or an approved equal.

403-5 Payment

[Replace the first paragraph with the following:].

Asphalt Concrete Pavement. Asphalt concrete pavement will be paid for at the contract unit price per ton. Such price shall include removing existing raised pavement markers, preparation of subgrade, applying tack coat, and placement of asphalt concrete leveling course.

Sewer Manholes Adjustments. Payment for sewer manhole coating and manhole adjusting will be made at the contract unit bid price per each which shall constitute full compensation.

Storm Drain Manhole Adjustments. Payment for storm drain manhole adjusting will be made at the contract unit bid price per each which shall constitute full compensation.

Storm Drain manhole adjustment and reconstruction shall commence no later than 5 days after final paving installation. Everyday of delay on manhole adjustment and reconstruction shall result in a deduction of a contract working day.

Valve Boxes Adjustments. Payment for valve box adjusting will be made at the contract unit bid price per each which shall constitute full compensation.

Valve Box adjustment and replacement shall commence no later than 5 days after final paving installation. Everyday of delay on valve box adjustment and reconstruction shall result in a deduction of a contract working day.

SECTION 404 – COLD MILLING

404-1 General.

[Replace first paragraph with the following:].

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

cold milling will be uniformly grooved or ridged unless otherwise specified in the Special Provisions. The outside lines of the milled pavement shall be neat and uniform.

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

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

404-2 Milling Machine.

[Add the following:].

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

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

404-12 Payment.

[Replace entire subsection with the following:].

The Contract Unit Price for cold milling each type of pavement in the project shall include cold milling, construction and removal of pavement transitions, disposal of millings, disposal of pavement fabric, and all other necessary work.

PART 8

LANDSCAPING AND IRRIGATION

801-4 PLANTING.

801-4.1 General.

[Add the following:].

City may request inspection of delivery slips for planting materials to verify specified quantities of bulk deliveries. Close supervision of these items will be strictly adhered to.

Substitutions for the indicated plant materials will be permitted provided the substitute materials are approved in advance by the AGENCY and the substitutions made at no additional cost. Except for the variations so authorized, all substitute plant materials shall conform to the requirements of these specifications. If accepted substitute materials are of less value than those indicated or specified, the contract price will adjusted in accordance with provisions of contract.

All plants shall have a habit of growth that is normal to the species, be sound, healthy, vigorous, and free from weeds, insect pests, plant diseases, sun scalds, fresh abrasions of the bark, excessive abrasions or other objectionable disfigurements. Tree trunks shall be sturdy and well “hardened off”. The plants shall have normally well-developed branch systems and vigorous and fibrous root systems which are not root or pot bound. Plants shall be grown in nurseries which have been inspected by the State Department of Agriculture and have complied with its regulations. AGENCY shall have the right to reject plants which do not meet the specified conditions or accepted standards of the trade.

801-1.4.5 Tree and Shrub Planting

[Replace the fifth item in fifth paragraph with the following.]

5) A circular water basin slightly larger than the planting hole, 4 inches high for trees and 2 inches high for shrubs, shall be left around the plant. The bottom of the basin shall be at approximate finish grade or slightly lower. Engineered Wood Fiber (EWF) Manufactured softwoods and /or hardwoods blunt or soft chopped ends, controlled size average 1”to 2” in length containing a maximum 15% fine pine needles to aid in knitting, non-toxic free of paint, chemicals, additives or metals or AGENCY approved equal shall be spread at least 3 inches thick in the basin.

[Add the following to fifth paragraph.]

h) The top of the shrub root ball should be at or slightly above final grade, and trees 1½” above finish grade.

i) To improve soil chemistry, uniformly blend 2 lbs. of iron sulfate and agricultural gypsum per cubic yard of backfill soil. Handle iron sulfate with caution since it will severely stain moist concrete.

j) Organic material is not required in the backfill; however, the amended surface soil or a soil blend consisting of no more than 10% by volume organic matter can be placed in the upper 12 inches of

backfill only. Soil below this depth should not contain any added organic matter because of the threat of plant disease and/or anaerobic soil conditions developing.

k) Place slow release fertilizer tablets in the upper 12 inches of backfill at manufacturer's recommended rates. If fertilizer amended soil is used as a backfill the addition of slow release fertilizer tablets is not necessary.

l) Do not cover the original root ball with other soil. A temporary soil berm shall be constructed around the outer edge of the root ball to help channel water into the root ball and then into surrounding soil until roots are established in the backfill and the root ball is no longer the sole source of water for the plant.

m) A weed and turf free zone, 3 feet in diameter, shall be maintained just around the tree. A 3 inch deep layer of Engineered Wood Fiber (EWF) Manufactured softwoods and /or hardwoods blunt or soft chopped ends, controlled size average 1" to 2" in length containing a maximum 15% fine pine needles to aid in knitting, non-toxic free of paint, chemicals, additives or metals or agency approved equal shall be placed around the tree or shrub; mulch shall be kept a minimum 4-6 inches from the trunk.

n) Planting shall not commence until all construction work, grading, soil improvements, and irrigation except for tree irrigation laterals has been completed.

801-4.6 Plant Staking and Guying.

801-4.6.1 Method "A" Tree Staking.

[Delete Subsection in total].

801-4.6.2 Method "B" Tree Staking.

[Replace entire Subsection with the following:].

801-4.6.2 Method "C" Tree Staking. The tree shall be staked with 2 inch diameter lodge pole pine, copper naphthenate treated 10 feet long driven 36 inches into the ground. The stakes shall be 18 inches from each side of the tree trunk, and stakes and tree shall be in a plane parallel to the street centerline. Ties shall be made of 1 inch or wider by 32 inches long (min) 'gro-straight' rubber type. Two tie locations shall be used; one at 2 inches from the top of each stake and one at 36 inches above the ground. Ties shall be loops secured to the stake on both ends and shall be long enough to provide for 3 inches of slack to permit the tree trunk limited movement in any direction. Anchor ties to stakes at both sides with 4D galvanized roofing nails bent over back of post. Pre Drill all holes. Refer to City Std. Plan No. 714.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT.

[Replace the first paragraph with the following:]

The Contractor shall maintain all planted areas on a continuous basis as they are completed during the progress of the work and for an additional 365 days after AGENCY acceptance.

[Add the following:]

Maintenance includes the following:

- A. At the completion of each day's work and prior to the check inspection, the Contractor shall legally dispose of trash, refuse, debris, containers, etc., off the premises. All scars, ruts, or mars in the area cause by Contractor's work shall be repaired at Contractor's expense.
- B. After all work indicated on the drawings or herein specified has been completed, inspected and approved by the AGENCY, the Contractor shall maintain all planted areas by means of continuous watering and weeding, following mowing, edging and/or other operations necessary for their care and upkeep for a period of not less than 365 days. At the end of the maintenance period, all plant materials shall be in a healthy, growing condition.

801-8 PAYMENT.

[Replace the entire subsection with the following:]

Unless otherwise specified, payment for all plant establishment and landscape maintenance work, including the additional 1-year tree/palm guarantee period, shall be included in the price for tree installation, and no additional compensation will be allowed therefor.

APPENDIX A

DOWNLOAD PUBLIC WORKS STANDARDS

http://www.huntingtonbeachca.gov/Government/Departments/Public_Works
then Select the STANDARD PLANS 2008 and WATER STANDARD PLANS

DOWNLOAD TRUCK ROUTE

http://www.huntingtonbeachca.gov/files/users/public_works/development_services/Truck%20Route%20Map.pdf

DOWNLOAD TRASH PICK UP SCHEDULE

http://www.huntingtonbeachca.gov/files/users/public_works/hb_rainbow_collection_schedule_map.pdf

DOWNLOAD STREET SWEEPING SCHEDULE

http://www.huntingtonbeachca.gov/files/users/public_works/Streetsweepers2.pdf

DOWNLOAD TEMPORARY WATER METER FOR CONSTRUCTION

http://www.huntingtonbeachca.gov/business/license_permit_codes/temporary-water-meter-info.cfm

APPENDIX B

DOWNLOAD PROJECT PLANS & SPECIFICATIONS

Use Link on Notice Inviting Electronic Bids

APPENDIX C

DOWNLOAD REGIONAL WATER QUALITY CONTROL BOARD PERMITS

**GENERAL CONSTRUCTION PERMIT INCLUDING FACT
SHEET- ORDER 2009-0009-DWQ, NPDES CAS000002**

http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtmlhttp://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml

**WASTE DISCHARGE REQUIREMENT FOR
INSIGNIFICANT (DE MINIMUS) THREAT TO WATER
QUALITY- ORDER R8-2015-0004 AMENDING R8-2009-
0030, NPDES CAG998001**

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2015_orders.shtml

**MS4 (MUNICIPAL SEPARATE STORM SEWER SYSTEM)
ORDER R8-2009-0030, NPDES CAS618030**

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009_orders.shtml

APPENDIX D

CONTRACTORS BUSINESS LICENSE APPLICATION

ABOUT BUSINESS LICENSES...

Welcome to the City of Huntington Beach business community. This information guide is intended as a summary of information you will need to know in order to operate a business in Huntington Beach. This guide is provided as a public service. It is not all-inclusive and any specific questions should be directed to Business License at (714) 536-5267. Clarification and definition can also be found in the Huntington Beach Municipal Code, Section V. A City of Huntington Beach business license is not a regulatory license, but is a tax to help pay for the public safety needs of the people of Huntington Beach.

Who Needs a Business License?

The City of Huntington Beach Municipal Code requires most businesses operating in Huntington Beach to pay an annual business license tax. Business Licenses are not transferable between owners; however, they may be transferred to a new location upon notification to Business License and approval by the City Planning Department. All businesses, trades, professions, callings, or occupations operating in the City need a Business License. These include but are not limited to:

- ✓ Any business in a commercial or industrial location.
- ✓ Persons who have a home office or use their home as the headquarters of their business.
- ✓ Businesses, which are located outside the city, but transact business in the city such as contractors, cleaners, repair people, gardening services, fumigators, telemarketers etc.
- ✓ Independent contractors such as doctors, real estate sales agents, hairdressers, janitorial contractors, and home party demonstrators.
- ✓ Apartment owners renting 3 or more units.
- ✓ Mobile Vendors who sell merchandise from their vehicles, such as ice cream trucks.
- ✓ Temporary businesses such as a one-day or weekend event in the city, or a short-term seasonal business.

How Do I Obtain a Business License?

You can obtain an application from City Hall, or download one from our website at www.surfcity-hb.org. Look under Business / Licenses, Permits, Codes / Business License. Complete the application and bring it to City Hall on the 1st floor, 2000 Main Street or mail it to Business License, P.O. Box 190, Huntington Beach, CA 92648. If you are in a commercial location in the city, you may need to fill out an application for a Certificate of Occupancy for the Planning Department, who can be reached at (714) 536-5271. Apply for this in person on the 3rd floor.

How Much Does It Cost?

The business license cost is based on a flat tax plus additional amounts if there are more than 3 employees, more than 1 business vehicle or coin operated machines. A typical business license starts at \$75 plus a non-refundable processing fee. Additional amounts added are as follows:

Additional Employees:	4 – 9	\$4.00 each
	10 – 52	\$3.00 each
	> 52	\$2.00 each
Additional vehicles:	Under 1 ton:	\$12.00 each
	1 to 3 tons:	\$35.00 each
	Over 3 tons:	\$46.00 each

Home-based businesses are required to pay a one-time fee for a Home Occupation Permit, in addition to their license.

Some business licenses are calculated differently, such as apartment rental, hotels, carnivals, special events, vending machines, out of town contractors, pool halls. Call (714) 536-5267 for information on these types of licenses or to find out the cost of your license.

How Long Does It Take to Apply?

A business license may be issued at City Hall while you wait. Your application must be complete and include all necessary documents. You may need to bring the following: Certificate of Occupancy or receipt showing payment; Seller's Permit showing a Huntington Beach location; Health Permit. The application may also be mailed to City Hall. Be sure to complete all relevant items on the application.

What Other Things May I Need?

- **Certificate of Occupancy** – required by the Planning Dept. for businesses in a commercial or industrial location. Call (714) 536-5271 or pick up an application from City Hall.
- **Conditional Use Permit** – required by the Planning Dept. for some businesses such as live entertainment, dance schools, internet cafes and alcohol sales. Call (714) 536-5271.
- **Certified Unified Program Agency (CUPA)** – required by the Fire Dept. if you handle or store hazardous material or waste. Call (714) 536-5676.
- **Fictitious Name (dba)** – must be filed if you choose a business name that does not include your own last name. Contact the County Clerk's office at (714) 834-2889, go online at www.oc.ca.gov/recorder or contact your local newspaper office.
- **Seller's Permit (Resale #)** – required by the State Board of Equalization if you sell merchandise. Call (714) 558-4059 or visit www.boe.ca.gov.
- **Health Permit** – required by the County Health Dept. for food handling, permanent make-up, tattooing or body piercing. Call (714) 433-6000.
- **Federal Tax ID #** – required if you have employees, are incorporated, or have a registered partnership. Call (800) 829-1040 or visit www.irs.gov.
- **Worker's Compensation Insurance** – required if you have employees. Contact your local insurance agent, state fund or visit www.dir.ca.gov/dwc.
- **Liquor License** – required by the State Dept. of Alcoholic Beverage Control if you sell or serve alcohol. Contact (714) 558-4101 or visit www.abc.ca.gov.
- **Special Permits** – required by the Police Dept. for certain types of business activities, such as firearm dealers, pawnbrokers, psychic reading, massage, soliciting for donations, live entertainment, and bingo. Call (714) 536-5267 or the Police Dept. at (714) 536-5991 for more information.

Frequently Asked Questions:

What if I Don't Obtain a License?

Conducting business in the city without a license can result in penalties, Notices of Violation and Administrative Citations. It is a misdemeanor to violate the City Business License ordinances.

Do I Need to Display My Business License?

Yes, all business licenses must be posted in public view at the fixed location of the business. If no fixed location in the city, the responsible party must carry the business license with them while conducting business in Huntington Beach.

How Often Do I Need to Renew It?

Business licenses are renewed annually. A courtesy notice is mailed approx. 4 weeks before the due date. However, you are responsible for renewing your license whether or not the renewal notice is received. If the payment is received more than 30 days past the due date, a 10% per month penalty is charged. Notices of Violation and Administrative Citations may also be issued.

I am Moving to a New Location in the City.

Please notify us of your new address, phone number, and any other changes to your business. After compliance with any applicable city requirements, your business license may be transferred to the new location for a small processing fee. If you are moving to a new commercial location, you will need to apply for a new Certificate of Occupancy. Call (714) 536-5271.

What if I Stop Doing Business or Move Away?

Let us know in writing if you want your license cancelled, otherwise you will continue to receive renewal notices and late penalties. No refunds are given when the business ceases.

Can I Transfer My License to Someone Else?

Business Licenses are not transferable from one owner to another. The new owner must apply for a business license in their name.

Where Do I Find You?

We are located at 2000 Main St on the corner of Yorktown and Main, in the Civic Center on the 1st floor. Enter the Administration Building and follow the signs to Business License.

Who Else Can Help Me Get Started?

-  How To Do Business in the City of Huntington Beach - a guide to permits: www.hbbiz.com.
-  U.S. Small Business Administration – provides financial assistance programs, guide to resources and workshops. (714) 550-7420 or www.sba.gov.
-  S.C.O.R.E Service Corps of Retired Executives. Workshops and counselors for small businesses. Call (714) 550-7369 or visit www.score.org.
-  California Permit Assistance Center - information on local, state & federal permits. (714) 834-2840 or www.calgold.ca.gov.
-  Small Business Corner - helpful information about taxes from the IRS. Visit their website at www.irs.gov.
-  Small Business Development Center - provides help to small businesses through 1-on-1 counseling, workshops and education seminars. Call (800) 303-6600 or visit www.commerce.ca.gov.

Additional Telephone Numbers:

Better Business Bureau..... (714) 985-8915
Building Permits..... (714) 536-5241
Chamber of Commerce..... (714) 536-8888
Community Services Dept..... (714) 536-5486
Consumer Affairs Dept..... (800) 344-9940
Contractors State License Board... (800) 321-2752
Employment Development Dept..... (888) 745-3886
Franchise Tax Board..... (800) 852-5711
Library (Central)..... (714) 842-4481
Office of Secretary of State..... (213) 897-3062
Sign Permits..... (714) 536-5271
State Compensation Ins. Fund..... (714) 565-5000
Zoning Department..... (714) 536-5271

How to Obtain a Business License in Huntington Beach



City of Huntington Beach
Shari L. Freidenrich, City Treasurer
Business License

2000 Main Street
1st Floor
Huntington Beach
CA 92648

Phone: (714) 536-5267
Fax: (714) 374-1603

Hours: 8:00 am – 5:00 pm
Monday to Friday

www.surfcity-hb.org



CITY OF HUNTINGTON BEACH

FINANCE DEPARTMENT – BUSINESS LICENSE

P. O. Box 190 - 2000 Main Street, Huntington Beach, CA 92648-2702

Phone (714) 536-5267 – Fax (714) 536-5934 – www.surfcity-hb.org

APPLICATION FOR BUSINESS LICENSE

BUSINESS DETAILS: Applications must be typed, or legibly hand printed in blue or black ink							
Name of Business (DBA)							
Name of Corporation (attach list of officers)							
Owner(s) or Principal(s)					Title		
					Title		
Contact Person					Title		
Business Address							
Mailing Address							
Web Site		E-mail Address		Business Phone		Fax	
Type of Ownership: <input type="checkbox"/> Sole Proprietor		Social Security #		Type of Ownership: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		Federal Tax ID #	
State Tax ID #		Date Business Started in Huntington Beach		# Employees (include self per latest tax filing):		Full-time	
Part-time (FTE)		SIC #					
Detailed Description of Business Activity							
Located in a BID? <input type="checkbox"/> Yes <input type="checkbox"/> No		BID Zone <input type="checkbox"/> 1 <input type="checkbox"/> 2		Area (sq ft)		BID Type	
Discharge into Stormdrain? <input type="checkbox"/> Yes <input type="checkbox"/> No		NPDES Permit #					
Description of Products Sold			Do you collect sales tax? <input type="checkbox"/> Yes <input type="checkbox"/> No			Seller's Permit (Resale #)	
Business Vehicles Used in the City? <input type="checkbox"/> Yes <input type="checkbox"/> No How Many?		Under 1 ton		1-3 tons		Over 3 tons	
License Plate #		License Plate #					
<input type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor		Contractor's Lic #		Classes		Type of Job	
Project Address (# street)							
Burglar Alarm System? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, permit is required. Call (714) 960-8805		Alarm Permit #		Health Permit #		ABC License #	
CUPA#		State License (# / Type / Exp. Date)		Live Entertainment? <input type="checkbox"/> Yes <input type="checkbox"/> No		Sale of Adult Only Items? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Coin Operated Machines? <input type="checkbox"/> Yes <input type="checkbox"/> No		# Vending		# Amusement		# Service	
# Music		# Bulk					
Vending Company's Name/Address/Phone							
# Apt/Motel/Rooming House/Office Units		#Trailer Spaces		Date of Purchase		Mobile Vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete section on back of form	
<p>I am aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers Compensation. (Please check appropriate box)</p> <p><input type="checkbox"/> Certificate of Workers Compensation Insurance <input type="checkbox"/> Certificate of Self-Insurance of Workers Compensation</p> <p><input type="checkbox"/> I certify that in the performance of work for which this license is issued I shall not employ any person in any manner so as to become subject to the worker's compensation laws of California. Note: If after signing the certificate, you hire any employee, you become subject to the workers' compensation provisions of the California Labor Code and you must immediately comply with the provisions of Section 3700 or your license immediately becomes revoked.</p>							
I hereby declare under penalty of perjury that the information and statements on this application are true and correct.							
Signature: _____				Title: _____			
Printed Name: _____				Date: _____			
Total Due:							

SUPPLEMENTARY INFORMATION REQUIRED: (NON-PUBLIC INFORMATION)						
Owner or Principal					Title	
Residence Address						
City			State	Zip	Home Phone	
Date of Birth		Social Security #		Drivers License		
Signature			Date			
Partner's Name or Secondary Principal (If applicable)					Title	
Residence Address						
City			State	Zip	Home Phone	
Date of Birth		Social Security #		Drivers License		
Signature			Date			
ALTERNATIVE CONTACT IN CASE OF EMERGENCY:						
Name			Title		Phone	
MOBILE VENDORS ONLY – SUPPLEMENTARY INFORMATION:						
Products Sold			Overnight Location of Vehicle			
Registered Owner of Vehicle			Description of Logo (may attach photo)			
Make of Vehicle	Year	Color	Serial #	Engine #		
Previous License? <input type="checkbox"/> Yes <input type="checkbox"/> No		City where previous license obtained			Date	
Has license/franchise previously been revoked/suspended? <input type="checkbox"/> Yes <input type="checkbox"/> No		Reason for Suspension if Yes			Year	
Please attach list of drivers/vendors; copy of liability insurance; photo of vehicle.						
IMPORTANT INFORMATION:						
Please notify the Business License Office of any changes to the business, including business name, location, owners, partners, business type or activity. If the business license is not updated accordingly, it may no longer be valid and the business owner may then be liable for penalties and administrative citations.						
If the business moves to another commercial location, a Certificate of Occupancy for the new location must be applied for with the Planning Department. Call (714) 536-5271 for application.						
As an applicant for a business license as a sole proprietor, you are required to provide your Social Security number as part of the application. Pursuant to Section 405(c)(2)(C)(i) of Title 42 of the United States Code, the City is permitted to require disclosure of the Social Security number for tax purposes. Disclosure of this information is mandatory. However, while disclosure is required in order for the City to properly administer the business license tax program, the Social Security number is not public record, and will not be disclosed to any members of the public.						
OFFICE USE ONLY:						
Certificate of Occupancy CD T	Date Filed	Bus License #	Drivers Lic	Receipt	TOTAL DUE: _____ (Includes non-refundable processing fee)	

NOTES:

APPENDIX E

INSURANCE AND INDEMNITY REQUIREMENTS

FROM: _____
(Contractor Name)

(Street Address)

(City, State and Zip)

TO: CITY OF HUNTINGTON BEACH

PROJECT: _____

(Signature of Individual Who is Making Declaration)

By _____
Name: _____
Title: _____

RESOLUTION NO. 2008-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HUNTINGTON BEACH REVISING AND RESTATING THE
CITY'S INSURANCE AND INDEMNITY REQUIREMENTS

WHEREAS, there are persons and organizations who are engaged in various activities in the City, thereby subjecting the City to substantial risk of liability for damage to property and injury to persons; and,

The City desires to establish insurance and indemnification requirements; and, in appropriate cases, a procedure for the waiver thereof; and,

The City desires to establish internal staff responsibility for the administration of the insurance required by this Resolution and delineate the authority to make adjustments to requirements based upon unique and unusual circumstances.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntington Beach that effective on the date of adoption of this Resolution, the insurance coverage and indemnity requirements shall be as follows:

SECTION I. DEFINITIONS AND FORMS REQUIRED

A. Definitions:

1. "Contractors" are any persons or entities who contract with the City and/or provide services to the City which are readily available and efficiently procured by competitive bidding.
2. "Design Professionals" are professional services contractors who contract with the City and/or provide architectural and/or engineering services to the City.
3. "Licensees/Lessees" are any persons or entities who contract with the City for the use of public property.
4. "Permittees" are any persons or entities who make application to the City for any use of or encroachment upon any public street, waterway, pier, or City property.
5. "Professional Services" are as defined by Huntington Beach Municipal Code section 3.03.
6. "Vendors" are any persons or entities who transfers property or goods to the City which may or may not involve delivery and/or installation.

B. Indemnity and Insurance Coverage Requirements Defined

1. General Liability: Combined single limit bodily injury, personal injury and property damage: Minimum limits of \$1,000,000 per occurrence.

- a. Coverage must include completed operations liability and unlimited blanket contractual liability and, where products are furnished, products liability.
 - b. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than \$1,000,000 or an increased coverage as memorialized in the terms and conditions agreed to by the parties and the policy holder shall submit written notice of any known depletion of limits to City attached to the proof of insurance.
 - c. Claims made policies are not acceptable, except that claims made insurance for pollution liability shall be acceptable.
 - d. All deductibles in excess of \$5,000, or alternative forms of providing coverage must be approved through the Waiver Procedure set forth in Section III to this Resolution. The requirement for self-insured retention remains at zero.
 - e. The City, its, officers, elected or appointed officials, employees, agents and volunteers are to be covered as additional insureds by separate attached endorsement(s) approved by the City Attorney as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor; or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officers and employees.
 - f. For any claims related to the project, the contractor's insurance coverage shall be primary insurance as respects the City, its agents, officers, and employees. Any insurance or self-insurance maintained by the City, its agents, officers, and employees shall be excess of the contractor's insurance and shall not contribute with it.
 - g. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its agents, officers and employees.
 - h. The contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers Compensation and Employers' Liability: In accordance with the applicable state statutes with limits in the case of workers' compensation and employers' liability in amounts not less than the State statutory limits.

Alternatively, a signed declaration of non-employee status shall be filed. A certificate or consent to self-insure issued by the California Director of Industrial Relations is also acceptable.

3. Professional Liability Insurance: Coverage must be provided at a minimum of \$1,000,000 per occurrence and in the aggregate. All deductibles in excess of \$10,000, or alternative forms of providing coverage must be approved through the Waiver Procedure set forth in Section III to this Resolution. The requirement for self-insured retention remains at zero.
 - a. Claims made policies are acceptable if the policy further provides that:
 1. The policy retroactive date coincides with or precedes the professional services contractor's start of work (including subsequent policies purchased as renewals or replacements).
 2. The professional services contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.
 3. If insurance is terminated for any reason, professional services contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this agreement or permit.
 4. The reporting of circumstances or incidents that might give rise to future claims.
4. Automobile Liability Coverage must be provided at a minimum of \$1,000,000 per occurrence.
 - a. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than \$1,000,000 and the policy holder shall submit written notice of any known depletion of limits to City attached to the proof of insurance.
 - b. All deductibles in excess of \$1,000, or alternative forms of providing coverage must be approved through the Waiver Procedure set forth in Section III to this Resolution. The requirement for self-insured retention remains at zero.
 - c. The City, its officers, elected or appointed officials, employees, agents and volunteers are to be covered as additional insureds by separate attached endorsement(s). The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officers and employees.
 - d. For any claims related to the project, the contractor's insurance coverage shall be primary insurance as respects the City, its agents, officers, and employees. Any insurance or self-insurance maintained by the City, its agents, officers, and employees shall be excess of the contractor's insurance and shall not contribute with it.

C. Certificate of Insurance Requirements Defined

1. Form. Evidence of insurance coverage and limits as required by the City shall be furnished to the City as a certificate holder on the "Acord" or similar form approved by the City Attorney. (See samples attached herein as Exhibit "A").
 - a. The description of work to be performed, the City department involved in the performance, and the City staff contact person must be clearly identified on the "Acord" or similar form evidencing insurance coverage.
 - b. All forms of insurance shall identify the City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers as an additional insured by separate attached endorsement with respect to general liability and automobile liability coverages.
 - c. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
2. Approval of Certificate Insurance certificates must be approved by the City Attorney prior to commencement of any performance under a contract or issuance of any permit, as authorized by the City Charter.
3. Acceptability of Insurers Insurance must be placed with insurer with a Best's rating of no less than A: VII and insurer must be a California admitted carrier.

SECTION II INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. INSURANCE

1. Contractors and Permittees must meet the requirements as set forth in Exhibit "B" incorporated by reference and attached herein. Permittees who do not use vehicles or equipment in connection with the permit, shall not be required to provide auto insurance. To be exempt from this requirement, permittees must execute a declaration such as Exhibit I attached hereto and incorporated by this reference.
2. Professional Services providers must meet the requirements as set forth in Exhibit "C" incorporated by reference and attached hereto.
3. Licensees/Lessees must meet the requirements as set forth in Exhibit "D" incorporated by reference and attached hereto.
4. Vendors
 - a. Vendors supplying goods including delivery, service and/or installation must meet the requirements of Exhibit "B".

- b. Vendors supplying goods only without delivery, service and/or installation are required to provide products liability coverage only.
- 5. The insurance requirements of persons or organizations not identified herein shall be as designated by the agreement. All certificates of insurance designated must conform to the requirements of this Resolution.
- 6. Exceptions.
 - a. Public entities are exempt from the requirements of this resolution. Any insurance and indemnity requirements of a public entity shall be pursuant to Section II(A)(5).
 - b. Persons providing judicial or quasi-judicial services as independent contractors, such as judges, arbitrators, hearing officers, expert witnesses, and court reporters shall be exempt from all insurance coverage requirements. Any insurance and indemnity requirements shall be pursuant to Section II(A)(5).
 - c. Each person making application for a permit for private property construction, alteration, improvement, demolition, or repair of any building or structure shall sign a declaration under penalty of perjury verifying workers' compensation coverage or exemption from coverage, as required by Section 19825 of the Health and Safety Code and, at the time of permit issuance, contractors shall show their valid workers' compensation insurance certificate.
 - d. Persons contracting with the City under subdivision agreements are exempt from providing evidence of workers' compensation.
 - e. Oil operators as regulated by Huntington Beach Municipal Code Section 15.16 and pipeline franchises as regulated by Huntington Beach Municipal Code Section 3.44 are exempt from the requirements of this resolution.
 - f. Taxicabs/Vehicles-for-hire as regulated by Huntington Beach Municipal Code Section 5.50 are exempt from the requirements of this resolution.
 - g. Trucking companies, including those regulated under Huntington Beach Municipal Code Section 10.32, are exempt from the minimum insurance requirements of this resolution but must submit proof of workers' compensation insurance and general liability insurance in accordance with the requirements of the Public Utilities Commission (PUC) regulations which include: 1) the general liability insurance requirements are \$600,000 combined single limit or \$250,000 bodily injury or death of one person and \$500,000 protection against total liability for bodily injury or death of more than one person from any one accident. 2) this is subject to the same \$250,000 limitation for each person and \$100,000 protection for accidental damage or destruction of property other than property being transported. 3) the City of Huntington Beach must be

named as certificate holder but does not need to be named as additional insured.

7. Indemnity

- a. Contractors and Permittees shall be required to indemnify City, pursuant to the indemnity provision attached hereto and incorporated herein by this reference as Exhibit "E".
- b. All design professionals shall be required to indemnify City pursuant to the indemnity provision attached hereto and incorporated herein by this reference as Exhibit "F".
- c. All other persons or organizations, including but not limited to professional service providers other than Design Professionals as defined by this Resolution, shall be required to indemnify City, pursuant to the indemnity provision attached hereto and incorporated by reference as Exhibit "G".

SECTION III. WAIVER OR MODIFICATION PROCEDURE

A. Waivers or Modification Request Form.

A department Request for Waiver or Modification, Exhibit "H" attached, shall be completed and forwarded to the Risk Manager for all requests for waiver or modifications of the minimum indemnification and insurance requirements. Claim history, financial statements and scope of work must be submitted as attachments with any request for waiver.

B. Waiver or Modification Authority.

The Risk Manager and the City Attorney may approve any waiver or modification of the insurance and indemnification requirements, including requests for indemnification of third parties. A denial may be appealed to the City Administrator.

C. Waiver Criteria.

The criteria to evaluate any requests for waiver shall include the following:

- a. The type of waiver or modification requested;
- b. The reason for the waiver or modification;
- c. The nature of the scope of work;
- d. The cost of the contract;
- e. The liability exposure of the City;
- f. The cost and availability of the coverage requested;
- g. The claim history of the requesting party;
- h. The past experience of the City with the requesting party; and
- i. The past experience of the City with other contracting parties of a similar nature.

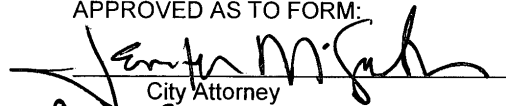
SECTION IV. Resolution 2007-03 and all other resolutions in conflict herewith are hereby repealed.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting held 6th day of October 2008.


Mayor

INITIATED AND APPROVED:
Director of Human Resources

REVIEWED AND APPROVED:
City Administrator

APPROVED AS TO FORM:

City Attorney
9.24.08

Attachments

Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F
Exhibit G
Exhibit H
Exhibit I

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY)
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED			INSURERS AFFORDING COVERAGE		NAIC #	
			INSURER A:			
			INSURER B:			
			INSURER C:			
			INSURER D:			
			INSURER E:			
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP* (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						
CERTIFICATE HOLDER			CANCELLATION			
			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED-OWNERS, LESSEES OR
CONTRACTORS (Form B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

SCHEDULE

Name of Person or Organization; **THE CITY OF HUNTINGTON BEACH**
2000 Main Street
Huntington Beach, CA 92648

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you

RE: ALL OPERATIONS OF THE NAMED INSURED FOR THE CERTIFICATE HOLDER.

City of Huntington Beach, its elected or appointed officials, agents, officers, employees and volunteers

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

CITY OF HUNTINGTON BEACH
RISK MANAGEMENT
2000 MAIN STREET
HUNTINGTON BEACH, CA 92648

POLICY NUMBER
CERTIFICATE EXPIRES

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the employer.

We will also give you ten days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Thom Hansen
AUTHORIZED REPRESENTATIVE

K. Bollier
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07/01/00 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

EXHIBIT A-4 of 4

THIS DOCUMENT HAS A BLUE PATTERNED BACKGROUND

SCIF 10262 (REV)

EXHIBIT B

INSURANCE REQUIREMENTS FOR CONTRACTORS, AND PERMITTEES

PLEASE GIVE THESE INSURANCE REQUIREMENTS TO YOUR INSURANCE AGENT

Minimum Limits of Insurance

City Council Resolution _____ requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. "Claims made" designation is only acceptable for professional or pollution liability insurance.

The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers must be named as certificate holder and as additional insured by separate attached endorsement. (This wording must be exact.)

2. Workers' Compensation and Employer's Liability: State statutory limits of \$250,000 bodily injury by disease, policy limit, and \$100,000 bodily injury each employee for accident or disease per occurrence. If you have no employees, you must sign a Declaration of Non-employee Status form available from the City. In lieu of a certificate of insurance, a certificate of consent to self-insure issued by the California Director of Industrial Relations is also acceptable.
3. Automobile liability of \$1,000,000 per occurrence for bodily injury, personal injury and property damages. The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers must be named as certificate holder and as additional insured by separate attached endorsement. (This wording must be exact).

Deductibles, Self-Insured Retentions, or Similar Forms of Coverage Limitations or Modifications

Any deductibles, self-insured retentions or similar forms of coverage limitations or modifications, must be declared to and approved by the City of Huntington Beach.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Description of Work to be Performed

The staff contact and purpose of the evidence of coverage must be identified.

PLEASE FORWARD THIS NOTICE TO YOUR INSURANCE AGENT.
FOR ASSISTANCE, PLEASE CONTACT RISK MANAGEMENT.

EXHIBIT C

**INSURANCE REQUIREMENTS PROFESSIONAL
SERVICE CONTRACTORS**

PLEASE GIVE THESE INSURANCE REQUIREMENTS TO YOUR INSURANCE AGENT

Minimum Limits of Insurance

City Council Resolution No. _____ requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII :

Errors and Omissions liability: \$1,000,000 per occurrence.

Deductibles, Self-Insured Retentions, or Similar Forms of Coverage Limitations or Modifications

Any deductibles, self-insured retentions or similar forms of coverage limitations or modifications, must be declared to and approved by the City of Huntington Beach.

Description of Work to be Performed

The staff contact and purpose of the evidence of coverage must be identified.

EXHIBIT D

INSURANCE REQUIREMENTS FOR LESSEES/LICENSEES

PLEASE GIVE THESE INSURANCE REQUIREMENTS TO YOUR INSURANCE AGENT

Minimum Limits of Insurance

City requires submittal of certificates of insurance pursuant to the form set forth in Resolution No. _____ evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. "Claims made" designation is only acceptable for professional or pollution liability insurance.

For general liability certificate holder, the City of Huntington Beach, its elected or appointed officials, agents, officers, employees, and volunteers must be named as certificate holder and as additional insured by separate attached endorsement. (This wording must be exact).

2. Workers Compensation and Employer's Liability: State statutory limits of \$250,000 bodily injury by disease, policy limit, and \$100,000 bodily injury each employee for accident or disease per occurrence. If you have no employees, you must sign a Declaration of Non-employee Status form available from the City. In lieu of a certificate of insurance, a certificate of consent to self-insure issued by the California Director of Industrial Relations is also acceptable.
3. Property Insurance: Full replacement cost with no coinsurance penalty provision.

Deductibles, Self-Insured Retentions, or Similar Forms of Coverage Limitations or Modifications

Any deductibles, self-insured retentions or similar forms of coverage limitations or modifications, must be declared to and approved by the City of Huntington Beach.

Description of Work to be Performed

The staff contact and purpose of the evidence of coverage must be identified.

***PLEASE FORWARD THIS NOTICE TO YOUR INSURANCE AGENT,
FOR ASSISTANCE, PLEASE CONTACT RISK MANAGEMENT***

EXHIBIT E

TO RESOLUTION NO. _____

CONTRACTOR'S INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

EXHIBIT F

TO RESOLUTION NO. _____

INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, demands, and defense costs (including without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligence, recklessness or willful misconduct related to performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees. CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. CONSULTANT will conduct all defense at its sole cost and expense, and the CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the CONSULTANT.

EXHIBIT G

TO RESOLUTION NO. _____

INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. CONSULTANT will conduct all defense at its sole cost and expense and the CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by the CONSULTANT.



INSURANCE AND INDEMNIFICATION WAIVER MODIFICATION REQUEST

1. Requested by: _____
2. Date: _____
3. Name of contractor/permittee: _____
4. Description of work to be performed: _____
5. Value and length of contract: _____
6. Waiver/modification request: _____
7. Reason for request and why it should be granted: _____
8. Identify the risks to the City in approving this waiver/modification: _____

Department Head Signature

Date:

APPROVALS

Approvals must be obtained in the order listed on this form. Two approvals are required for a request to be granted. Approval from the City Administrator's Office is only required if Risk Management and the City Attorney's Office disagree.

1. Risk Management

☐ Approved ☐ Denied

Signature

Date

2. City Attorney's Office

☐ Approved ☐ Denied

Signature

Date

3. City Administrator's Office

☐ Approved ☐ Denied

Signature

Date

If approved, the completed waiver/modification request is to be submitted to the City Attorney's Office along with the contract for approval. Once the contract has been approved, this form is to be filed with the Risk Management Division of Administrative Services

EXHIBIT H



CITY OF HUNTINGTON BEACH
2000 Main Street
Huntington Beach, CA 92648

DECLARATION OF PERMITTEE

I certify that no vehicle(s) will be used or operated in the performance of the task(s) or event(s) for which this permit is granted.

I authorize the City of Huntington Beach to immediately and retroactively revoke the license or permit issued in connection with or in the performance of said task(s) or event(s) if any vehicle(s) is used.

Signature of Permittee _____

Print name _____

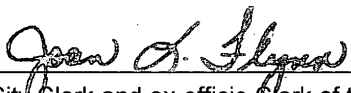
Company name (if applicable) _____

Date signed _____

STATE OF CALIFORNIA
COUNTY OF ORANGE) ss:
CITY OF HUNTINGTON BEACH)

I, JOAN L. FLYNN the duly elected, qualified City Clerk of the City of Huntington Beach, and ex-officio Clerk of the City Council of said City, do hereby certify that the whole number of members of the City Council of the City of Huntington Beach is seven; that the foregoing resolution was passed and adopted by the affirmative vote of at least a majority of all the members of said City Council at a **regular** meeting thereof held on **October 6, 2008** by the following vote:

AYES: Hansen, Hardy, Bohr, Cook, Coerper, Carchio
NOES: None
ABSENT: Green
ABSTAIN: None



City Clerk and ex-officio Clerk of the
City Council of the City of
Huntington Beach, California

APPENDIX F

BOND FORMS

BID BOND (Not Included)

(Bidder may use any standard form)

PAYMENT BOND

(To be completed only by the awarded Contractor)

PERFORMANCE BOND

(To be completed only by the awarded Contractor)

MAINTENANCE BOND

(To be completed only by the awarded Contractor)

APPENDIX F

BOND FORM

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, City of Huntington Beach (hereafter referred to as "City") has, by written agreement dated _____, 20__, entered into a contract with _____

(name and address of Contractor)

(hereinafter referred to as "Principal"), for performance of the work described as follows:

(Project Title)

WHEREAS, said contract, and all documents referenced therein (hereinafter collectively "Contract"), are incorporated herein by this reference made a part hereof as though set forth herein in full; and

Said Principal is required under the terms of the Contract to furnish a bond guaranteeing the prompt, full and faithful performance of said Contract, by a duly admitted surety insurer under the laws of the State of California (hereinafter referred to as "Surety"); and

Surety is certified and listed in the U.S. Department of the Treasury Circular 570, and has provided proof of sufficient bonding limitations as shown in said circular to provide bonds in the amount required by said Contract; and

Surety has provided financial strength ratings from reputable companies, such as from A.M. Best, Moody's, or Standard & Poor's, to validate that Surety has positive ratings of being secure or Stable; and

Surety is registered and listed with the California Department of Insurance,

NOW, THEREFORE, we, the undersigned, as Principal, and

(name and address of Surety)

as Surety, are held and firmly bound unto City in the penal sum of _____

Dollars (\$ _____), this amount being not less than one hundred percent of the price set forth in the Contract, in lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal shall promptly, fully and faithfully perform each and all of the covenants, obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract as said contract may be altered, amended or modified from time to time; and if the Principal shall indemnify and save harmless City and all of City's officers, agents and employees (hereinafter collectively referred to as "Obligees") from any and all losses, liability and damages, claims, judgments, stop notices, fees and costs of every description, whether imposed by law or in equity, which may be incurred by the Obligees by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract, including all alterations, amendments and modifications thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise, it shall be and shall remain in full force and effect.

Surety stipulates and agrees, for value received, that no adjustment of the time or price in the Contract or any alteration, change, deletion, addition or other modification to the Contract, or the work to be performed thereunder, shall in any way affect, limit, restrict, impair or release the obligations of the Surety under this Bond. Surety waives notice of any adjustment of contract or contract price, and any other alteration, change, deletion, addition or other modification to the Contract, or the work to be performed thereunder, and agrees

Bond No. _____

to automatically adjust the penal sum of this Bond to reflect such adjustments, alterations, changes, deletions, additions or other modifications. Surety agrees to provide written confirmation of such adjustments in the penal sum to City on not less than a quarterly basis. Surety also waives the provisions of Civil Code §§ 2845 and 2849.

The obligations of this Bond shall survive the completion of the work described in the Contract as to all obligations and liabilities of the Principal which survive completion of the work.

IN WITNESS WHEREOF, each party represents and warrants that this instrument has been duly executed by Principal and Surety, on the date set forth below, that the name of each corporate party being affixed hereto is such party's proper legal name and that the individuals signing this instrument have been duly authorized pursuant to the authority of its governing body. Surety, by execution of this bond, waives any defense which Surety has or may have by reason of any failure of the Principal to execute or properly execute this bond.

Dated: _____

ATTEST

(Corporate Seal)

(Principal Name)

By: _____
Name: _____

Title: _____

ATTEST

(Corporate Seal)

(Surety Name)

By: _____
Name: _____
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

(_____) _____
(Area Code & Telephone Number for Surety)

APPROVED AS TO FORM:

By: _____
Michael E. Gates, City Attorney

PE 3/30/2015

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

PERFORMANCE BOND

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, City of Huntington Beach (hereafter referred to as "City") has awarded to _____

(name and address of Contractor)

(hereinafter referred to as "Principal"), a contract ("Contract") for the work described as follows:

(Project Title)

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law, by a duly admitted surety insurer under the laws of the State of California (hereinafter referred to as "Surety"); and

Surety is certified and listed in the U.S. Department of the Treasury Circular 570, and has provided proof of sufficient bonding limitation, as shown in said circular to provide bonds in the amount required by said Contract; and

Surety has provided financial strength ratings from reputable companies, such as from A.M. Best, Moody's or Standard & Poor's, to validate that Surety has positive ratings of being secure or stable; and

Surety is registered and listed with the California Department of Insurance.

NOW THEREFORE, we, the undersigned Principal, and _____

(name and address of Surety)

as Surety, are held and firmly bound unto City in the penal sum of

_____ dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total price set forth in the Contract, in lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal, his, her, or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code ("Claimants") for all labor, materials or services used or reasonably required for use in performance of the work described in the Contract, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such Claimant, or prevailing wages due and penalties incurred pursuant to Sections 1774, 1775, 1813 or 1815 of the Labor Code, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work or labor performed under the Contract, Surety will pay for the same, in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall be null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns. In case any action is brought upon this bond, Surety further agrees to pay all court costs and a reasonable attorney's fee in an amount fixed by the court.

PAYMENT BOND

Surety stipulates and agrees, for value received, that no change, extension of time, alteration, addition or modification to the terms of the Contract, or any contract document or any work to be performed thereunder, whether made after notice or not, shall in any way affect, impair or release the obligations of Surety under this bond. Surety hereby waives notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract, the contract documents or the work thereunder. Surety also waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, each party represents and warrants that this instrument has been duly executed by Principal and Surety, on the date set forth below, that the name of each corporate party being affixed hereto is such party's proper legal name and that the individuals signing this instrument have been duly authorized pursuant to the authority of its governing body. Surety, by execution of this bond, waives any defense which Surety has or may have by reason of any failure of the Principal to execute or properly execute this bond.

Dated: _____

ATTEST

(Corporate Seal)

(Principal Name)

By: _____

Name: _____

Title: _____

ATTEST

(Corporate Seal)

(Surety Name)

By: _____

Name: _____
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

() _____

(Area Code & Telephone Number for Surety)

APPROVED AS TO FORM:

By: _____

Michael E. Gates, City Attorney

P²
3/30/2015

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

PAYMENT BOND

MAINTENANCE BOND

(To be completed only by the awarded Contractor)

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ (contractor's name)

(contractor's street address, city and state and zip code)

as Principal (hereinafter called Contractor), and:

(surety's name)

(surety's street address, city and state and zip code)

a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____ as Surety (hereinafter called Surety), are held firmly bound unto CITY OF HUNTINGTON BEACH as Obligee (hereinafter called Owner), in the amount of _____ Dollars (\$ _____), equivalent to the entire contract amount including all orders, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents,

WHEREAS, Surety is a duly admitted surety insurer under the laws of the State of California; and

Surety is certified and listed in the U.S. Department of the Treasury Circular 570, and able to provide proof of bonding limitation shown in said circular is sufficient to provide bonds in the amount required by said Contract; and

Surety has provided financial strength ratings from reputable companies, such as from A.M. Best, Moody's, Standard & Poor's, to validate that Surety has positive ratings of being secure or stable; and

Surety is registered and listed with the California Department of Insurance; and

Contractor has by written agreement dated _____, 20____, entered into a contract with Owner for the

_____ in accordance with drawings and specifications prepared by _____ which contract is by reference made a part hereof (hereinafter referred to as the Contract); and

The Contract provides that the principal will guarantee, for a period of one year, the work performed as part of the Contract from and against all defects in materials and workmanship; and

The Contract also provides that the Contractor shall secure Contractor's obligations during the one-year period with a bond executed by a surety duly admitted in the state of California; and

The Contract has been completed, and the Owner, Contractor and Surety agree that the commencement date for this Guarantee and Bond shall be _____, 20____,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, for a period of one year from and after the date of completion and acceptance of the Contract by Owner, repair and/or replace any and all defects arising in the Work, whether resulting from defective materials or defective workmanship, then this obligation shall be null and void; otherwise it will remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Surety shall, within thirty (30) days following Owner's written notice of default, either: (a) remedy the default, or (b) shall promptly complete the Contract in accordance with its terms and conditions.

Surety shall save the Owner harmless from any claims, judgments, liens or losses arising from the Surety's failure to either remedy the default or to complete the Contract in accordance with its terms and conditions in a timely manner.

Whenever the Principal shall be, and declared by the Owner to be in default under the Contract, which shall include without limitation, any breach or default of the Contract, then, after written notice from the Owner to the Surety, as provided for below, the Surety shall either: (a) remedy the default or breach by the Principal; or (b) shall promptly and faithfully take charge of the Work and complete the Work in accordance with the requirements of the Contract with a contractor other than the Principal, at its own expense, and make available as work progresses sufficient funds to pay the cost of completion less the unpaid balance of the Contract including other costs and damages for which the surety may be liable hereunder, provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Owner.

Within thirty (30) days after Surety's receipt of a written notice from Owner of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Owner a notice, in writing, of the Surety's election to (a) remedy the default(s) of the Principal promptly, or (b) arrange for performance of the Contract promptly by a contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages (or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal). The Surety shall give prompt written notice to the Owner upon completion of the cure or remedy of the Principal's default(s) of its performance of the Contract.

If the Surety does issue its Notice of Election and does not proceed to cure or remedy the Principal's default(s) of its performance of the Work within thirty (30) days after receipt of a written notice from Owner, Surety shall be deemed to be in default on this bond, and the Owner shall be entitled to enforce any remedy available to Owner.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the owner named herein or the successors of Owner.

Signed and sealed this _____ day of _____, 20_____.

Principal Raised Corporate Seal
[MUST BE AFFIXED]

(Contractor Name)

By: _____(Seal)

Principal Raised Corporate Seal
[MUST BE AFFIXED]

(Title)

(Surety Name)

By: _____ (Seal)

APPROVED AS TO FORM:

By: _____
Michael E. Gates, City Attorney

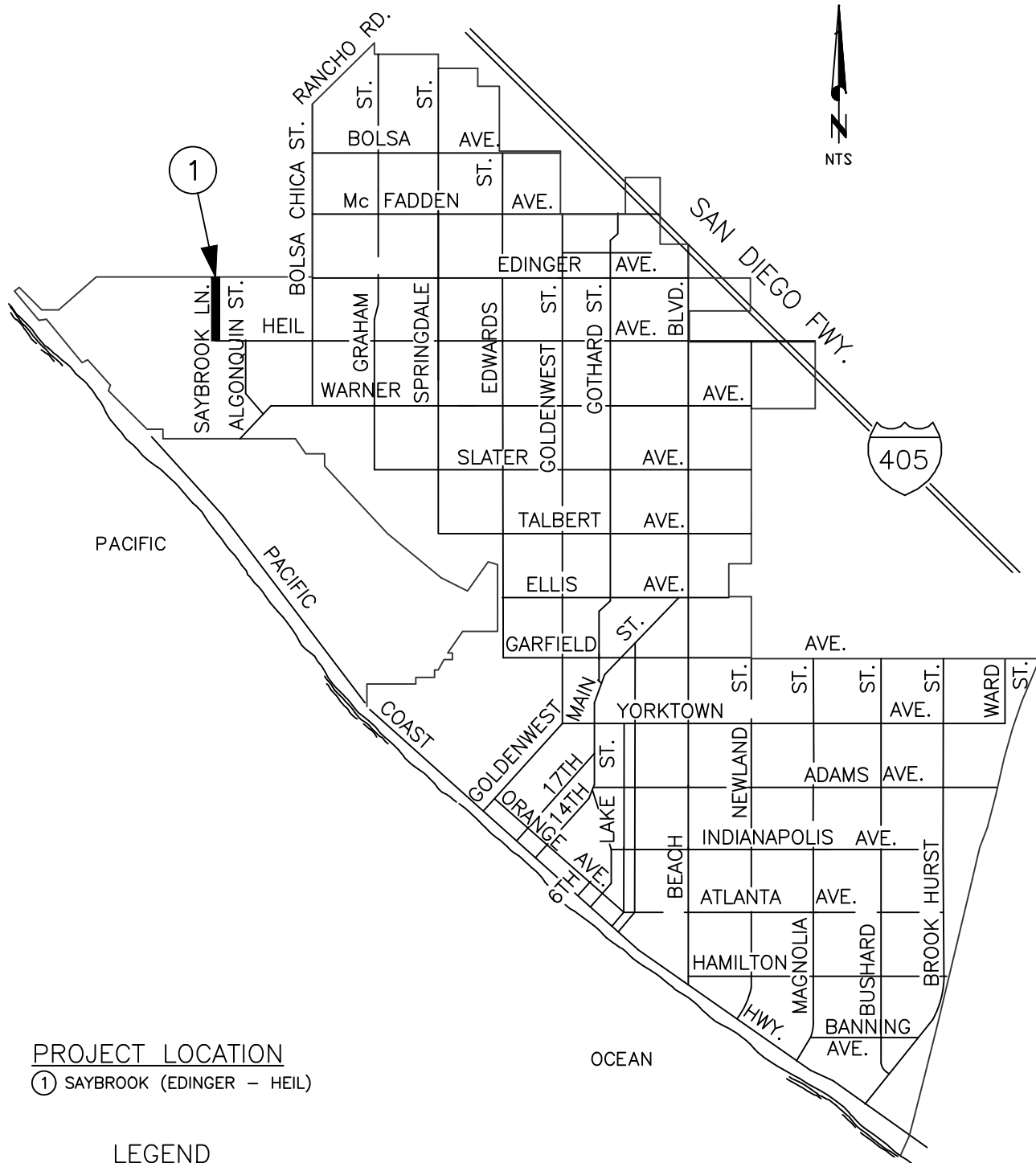
NOTES:

1. Acknowledgments must be completed and returned as part of the bond.
2. Raised Corporate Seals are mandatory.
3. Please attach Power of Attorney.

Handwritten signature and date: 2/20/2015

APPENDIX G

LOCATION MAP



PROJECT LOCATION

① SAYBROOK (EDINGER – HEIL)

LEGEND

ARTERIAL STREET LOCATIONS

REV 6/6/22

FY 21–22 ARTERIAL REHABILITATION, CC–1690
PROJECT LOCATION MAP

CITY OF HUNTINGTON BEACH
DEPARTMENT OF PUBLIC WORKS



1 OF 1

APPENDIX H

EXHIBIT 12-G FEDERAL-AID CONTRACT LANGUAGE PROJECTS

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

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

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)	2
A. NONDISCRIMINATION STATEMENT	3
B. CONTRACT ASSURANCE	3
C. PROMPT PROGRESS PAYMENT	3
D. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS	3
E. TERMINATION AND SUBSTITUTION OF DBE SUBCONTRACTORS	4
F. COMMITMENT AND UTILIZATION	5
G. DBE RUNNING TALLY OF ATTAINMENTS	6
2. BID OPENING	6
3. BID RIGGING	6
4. CONTRACT AWARD	6
5. CONTRACTOR LICENSE	6
6. CHANGED CONDITIONS	6
A. DIFFERING SITE CONDITIONS	6
B. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER	6
C. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK	7
7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES	7
8. BUY AMERICA	7
9. QUALITY ASSURANCE	8
10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS	8
11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS	8
12. FEMALE AND MINORITY GOALS	21
13. TITLE VI ASSURANCES	22
14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)	26
15. FEDERAL TRAINEE PROGRAM	26
16. PROHIBITIONS OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES	28

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

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

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

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

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

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

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

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

A. Nondiscrimination Statement

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

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

C. Prompt Progress Payment

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

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

D. Prompt Payment of Withheld Funds to Subcontractors

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

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

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

E. Termination and Substitution of DBE Subcontractors

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

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

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

11. The Agency determines other documented good cause.

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

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

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

If the Agency authorizes the termination or substitution of a listed DBE, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must (1) perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal, and (2) be certified as a DBE with the most specific available NAICS codes and work codes applicable to the type of work the DBE will perform on the contract at the time of the prime contractor's request for substitution. The prime contractor shall submit their documentation of good faith efforts within 7 days of their request for authorization of the substitution. The Agency may authorize a 7-day extension of this submittal period at the prime contractor's request. More guidance can be found at 49 CFR 26 app A regarding evaluation of good faith efforts to meet the DBE goal.

F. Commitment and Utilization

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

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

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

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

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

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

The Agency shall request the prime contractor to:

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

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

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

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

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

G. DBE RUNNING TALLY OF ATTAINMENTS

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

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

A. Differing Site Conditions

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

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request

shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

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

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

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

This work shall be diligently prosecuted to completion before the expiration of 40 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County of Huntington Beach the sum of \$ 1,000 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

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

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

\$2,500, materials produced outside the U.S. may be used.

Production includes:

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

9. QUALITY ASSURANCE

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

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

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

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

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

*[The following 12 pages must be physically inserted into the contract without modification.
Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN
DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS]*

FHWA-1273 -- [Revised July 5, 2022](#)

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

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

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

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

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

10. Assurance Required:

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

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

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

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

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

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

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

a. 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, 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 Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

2. Withholding (29 CFR 5.5)

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 (29 CFR 5.5)

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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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

4. Apprentices and trainees (29 CFR 5.5)

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. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to 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 as provided in 29 CFR 5.5.

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

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

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

10. Certification of eligibility (29 CFR 5.5)

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. 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. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

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

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

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

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

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

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

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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:

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

12. FEMALE AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS

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

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

13. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

APPENDIX A

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 recipient 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 recipient or 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 recipient 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 recipient 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 recipient 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.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person

will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

The CONTRACTOR agrees:

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

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

15. FEDERAL TRAINEE PROGRAM

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

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

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

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

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

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

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

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

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

3. Training starting date for each classification

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

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

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

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

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

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

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

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

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

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

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

Each apprentice or trainee must:

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

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

16. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

APPENDIX I

**FEDERAL RATES FOR
FEDERAL-AID CONSTRUCTION
PROJECTS**

FEDERAL LABOR RATES

FEDERAL WAGES DOWNLOAD INSTRUCTIONS:

<https://sam.gov/content/wage-determinations>

Go to County of “Orange” and under “Highway”, double click on link to Federal Wage Sheet

"General Decision Number: CA20230024 03/17/2023

Superseded General Decision Number: CA20220024

State: California

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

County: Orange County in California.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

|_____||_____|

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	01/27/2023
4	02/10/2023
5	02/24/2023
6	03/17/2023

ASBE0005-002 07/04/2022

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 32.09	19.66

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging		

and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....\$ 23.52 13.37

* BRCA0004-010 05/01/2020

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 41.39	18.95

*The wage scale for prevailing wage projects performed in
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
Palms, Needles and 1-15 corridor (Barstow to the Nevada
State Line) will be Three Dollars (\$3.00) above the
standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 37.87	14.13
TILE FINISHER.....	\$ 32.44	12.54
TILE LAYER.....	\$ 45.05	18.33

BRCA0018-010 09/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 38.37	14.13
TERRAZZO WORKER/SETTER.....	\$ 46.49	14.66

CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 51.73	16.28

(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 42.80	16.28
(7) Table Power Saw Operator.....	\$ 51.70	16.28

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

CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

ELEC0011-002 12/27/2021

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 43.87	3%+15.03
Technician.....	\$ 33.30	3%+27.82

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and

low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0441-001 12/26/2022		
	Rates	Fringes
CABLE SPLICER.....	\$ 57.39	23.67
ELECTRICIAN.....	\$ 54.87	23.60

* ELEC0441-003 12/26/2022

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

	Rates	Fringes
Communications System		
Installer.....	\$ 42.78	16.38
Technician.....	\$ 31.23	15.39

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

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers

Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

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

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

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

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems
Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems

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

ELEC0441-004 12/26/2022

	Rates	Fringes
ELECTRICIAN (TRANSPORTATION SYSTEMS, TRAFFIC SIGNALS & STREET LIGHTING)		
Cable Splicer/Fiber Optic		
Splicer.....	\$ 55.47	23.61
Electrician.....	\$ 54.87	23.60
Technician.....	\$ 41.15	23.18

SCOPE OF WORK: Electrical work on public streets, freeways, toll-ways, etc, above or below ground. All work necessary for the installation, renovation, repair or removal of Intelligent Transportation Systems, Video Surveillance Systems (CCTV), Street Lighting and and Traffic Signal work

or systems whether underground or on bridges. Includes dusk to dawn lighting installations and ramps for access to or egress from freeways, toll-ways, etc.

Intelligent Transportation Systems shall include all systems and components to control, monitor, and communicate with pedestrian or vehicular traffic, included but not limited to: installation, modification, removal of all Fiber optic Video System, Fiber Optic Data Systems, Direct interconnect and Communications Systems, Microwave Data and Video Systems, Infrared and Sonic Detection Systems, Solar Power Systems, Highway Advisory Radio Systems, highway Weight and Motion Systems, etc.

Any and all work required to install and maintain any specialized or newly developed systems. All cutting, fitting and bandaging of ducts, raceways, and conduits. The cleaning, rodding and installation of ""fish and pull wires"". The excavation, setting, leveling and grouting of precast manholes, vaults, and pull boxes including ground rods or grounding systems, rock necessary for leveling and drainagae as well as pouring of a concrete envelope if needed.

JOURNEYMAN TRANSPORTATION ELECTRICIAN shall perform all tasks necessary toinstall the complete transportation system.

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

ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 64.40		22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 50.00		21.30
(3) Groundman.....\$ 38.23		20.89
(4) Powderman.....\$ 51.87		18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.95	37.335+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2022

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 51.90	30.70
GROUP 2.....	\$ 52.68	30.70
GROUP 3.....	\$ 52.97	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 54.68	30.70
GROUP 8.....	\$ 54.79	30.70
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 54.91	30.70
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 55.08	30.70
GROUP 13.....	\$ 55.18	30.70
GROUP 14.....	\$ 55.21	30.70
GROUP 15.....	\$ 55.29	30.70
GROUP 16.....	\$ 55.41	30.70
GROUP 17.....	\$ 55.58	30.70
GROUP 18.....	\$ 55.68	30.70
GROUP 19.....	\$ 55.79	30.70
GROUP 20.....	\$ 55.91	30.70
GROUP 21.....	\$ 56.08	30.70
GROUP 22.....	\$ 56.18	30.70
GROUP 23.....	\$ 56.29	30.70

GROUP 24.....	\$ 56.41	30.70
GROUP 25.....	\$ 56.58	30.70
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 53.25	30.70
GROUP 2.....	\$ 54.03	30.70
GROUP 3.....	\$ 54.32	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 54.68	30.70
GROUP 6.....	\$ 54.79	30.70
GROUP 7.....	\$ 54.91	30.70
GROUP 8.....	\$ 55.08	30.70
GROUP 9.....	\$ 55.25	30.70
GROUP 10.....	\$ 56.25	30.70
GROUP 11.....	\$ 57.25	30.70
GROUP 12.....	\$ 58.25	30.70
GROUP 13.....	\$ 59.25	30.70
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 54.53	30.70
GROUP 2.....	\$ 54.82	30.70
GROUP 3.....	\$ 54.96	30.70
GROUP 4.....	\$ 55.18	30.70
GROUP 5.....	\$ 55.29	30.70
GROUP 6.....	\$ 55.41	30.70
GROUP 7.....	\$ 55.71	30.70

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

operator; Pump operator; Signalman; Switchman

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

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

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

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

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete,

Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

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

similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

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

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

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

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

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

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

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

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

GROUP 19: Rotex concrete belt operator (or similar types);
Rubber-tired earth-moving equipment operator, operating in
tandem (scrapers, belly dumps and similar types in any
combination, excluding compaction units - single engine,
Caterpillar, Euclid, Athey Wagon and similar types with any
and all attachments over 25 yds. and up to and including 50
cu. yds. struck); Rubber-tired earth-moving equipment
operator, operating in tandem (scrapers, belly dumps and
similar types in any combination, excluding compaction
units - multiple engine, up to and including 25 yds. struck)

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

Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

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

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

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

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

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

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE

corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W,

SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 61.60	32.50
(2) Dredge dozer.....	\$ 55.63	32.50
(3) Deckmate.....	\$ 55.52	32.50
(4) Winch operator (stern winch on dredge).....	\$ 54.97	32.50
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 54.43	32.50
(6) Barge Mate.....	\$ 55.04	32.50

IRON0433-006 01/01/2023

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 46.20	34.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-005 08/01/2022

Rates	Fringes
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Asbestos Removal Laborer.....\$ 39.23 23.28

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB00652-001 07/01/2022

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30

GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete

pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB00652-003 07/01/2022

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

LAB01184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01414-001 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32
PLASTER TENDER.....	\$ 41.47	23.32

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-001 07/01/2020

	Rates	Fringes
--	-------	---------

Painters: (Including Lead

Abatement)

(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 46.28	23.52

PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

* PAIN1247-002 01/01/2023

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 41.60	16.38

PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

PLUM0016-001 09/01/2022

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 40.95	23.61
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 55.18	26.26

 PLUM0345-001 09/01/2022

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 38.20	25.65
Sewer & Storm Drain Work....	\$ 42.29	23.03

 ROOF0036-002 08/01/2022

	Rates	Fringes
ROOFER.....	\$ 43.47	19.52

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

 SFCA0669-008 01/01/2023

DOES NOT INCLUDE SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES OF THE CITY

LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 43.25	27.33

SFCA0709-003 01/01/2021		

SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF
ORANGE COUNTY WITHIN 25 MILES BEYOND THE CITY LIMITS OF LOS
ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 48.71	29.15

SHEE0105-003 01/01/2023		

LOS ANGELES (South of a straight line drawn between Gorman and
Big Pines)and Catalina Island, INYO, KERN (Northeast part, East
of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 53.67	29.74
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechatural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 53.67	29.74

TEAM0011-002 07/01/2022		

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 36.19	32.54
GROUP 2.....	\$ 36.34	32.54
GROUP 3.....	\$ 36.47	32.54
GROUP 4.....	\$ 36.66	32.54

GROUP 5.....	\$ 36.69	32.54
GROUP 6.....	\$ 36.72	32.54
GROUP 7.....	\$ 36.97	32.54
GROUP 8.....	\$ 37.22	32.54
GROUP 9.....	\$ 37.42	32.54
GROUP 10.....	\$ 37.72	32.54
GROUP 11.....	\$ 38.22	32.54
GROUP 12.....	\$ 38.65	32.54

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck

repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

APPENDIX J

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER

(To be completed only by the awarded Contractor prior to excavation)

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER

(To be completed only by the awarded Contractor prior to excavation)

No excavation will be permitted until this form is completed and returned to the AGENCY.

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to Excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** or **1-800-422-4133** a minimum of two working days before scheduled excavation.

Dig Alert Identification Number: _____

Contractor

By

Title

Date: _____

Note: *This form is required for every **Dig Alert Identification Number** issued by U.S.A. during the course of the Work. Additional forms may be obtained from the AGENCY upon request.*

APPENDIX K

CRUMB RUBBER MODIFIER CERTIFICATION

(To be completed only by the awarded Contractor during construction)

STATE OF CALIFORNIA
Department of Resources Recycling and Recovery (CalRecycle)
CALRECYCLE 739-TRP (8/13)

Grantee Name	
Grant Number:	

Rubberized Pavement Certification

The Rubberized Pavement Certification form must be submitted with the payment request form(s). By signing this form, the signator certifies, under penalty of perjury, that the information provided below by the rubberized pavement (RP) manufacturer, binder supplier or contractor is true and accurate.

Grantee: Request completion of this form by each RP manufacturer, binder supplier or contractor. Review form for completeness and submit form to CalRecycle with payment request form(s). Retain supporting documentation that only California-generated waste tires were used for this grant project.

RP manufacturer, binder supplier or contractor: See instructions on the next page, complete and submit form to Grantee.

RP MANUFACTURER, BINDER SUPPLIER OR CONTRACTOR NAME:	EMAIL:	
CONTACT NAME:	PHONE:	FAX:
ADDRESS:	WEBSITE:	

SUPPORTING DOCUMENTATION REQUIREMENT <input type="checkbox"/> CERTIFICATE OF ORIGIN OR ACCEPTABLE SUPPORTING DOCUMENTATION ATTACHED (SEE FOOTNOTES ON NEXT PAGE)
--

Product Description Choose either Crumb Rubber or Crumb Rubber Modifier	Manufacturer Name	Quantity (lbs.)	/ (divided)	Passenger Tire Equivalent (PTE)	=	Number of PTE's Diverted
Crumb Rubber	E X A M P L E	25,000	/	12 lbs./tire	=	2,083
			/		=	
			/		=	
TOTAL:						

The Product Provider agrees to be bound by the Audit/Records Access requirements of the above-referenced Grant. See next page for additional detail.
I certify under penalty of perjury that the material provided to the above-named grantee was manufactured from only California-generated waste tires. I understand that if it cannot be verified that the source of the material is from only California-generated waste tires, or an audit discloses the use of non-California tire rubber, that the CalRecycle may deny reimbursement or require the grantee to return all grant funds previously paid under this grant, and that the grantee may seek reimbursement from the above-named RP manufacturer, binder supplier or contractor.

Signature of Authorized Signer for RP manufacturer, binder supplier or contractor	Print Name	Title
		Date

INSTRUCTIONS:

Grantee to provide:

1. Grantee Name: Complete full legal name as it appears on the Rubberized Pavement Grant Program Grant Agreement Cover Sheet.
2. Grant Number: Enter assigned grant number.

RAC manufacturer, binder supplier or contractor to provide:

1. Contact information: Provide your business' contact information in this section.
2. Supporting documentation requirement: Provide the Grantee with copies of supporting documentation that validates only California-generated waste tires were used for this grant project and that the waste tires were processed in California. Acceptable forms of supporting documentation include: Certificate of Origin (if completed by a California Processor) or a Bill of Lading and Manifest documentation for non-California processors.
3. Number of tires diverted: Provide the total number of tires diverted in Passenger Tire Equivalents for this project. Include both the number of pounds of crumb rubber and the calculated number of Passenger Tire Equivalent (PTEs): Use **12** pounds of crumb rubber per PTE.
4. Signature of RAC manufacturer, binder supplier or contractor: This form must be signed by an authorized signer from the RAC manufacturer, binder supplier, or contractor. Provide the completed form, with supporting documentation, to the Grantee.

AUDIT/RECORDS ACCESS:

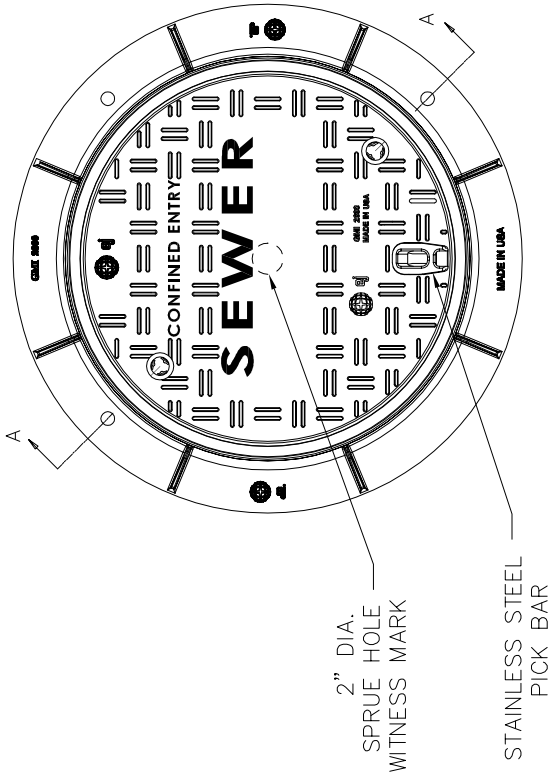
The Product Provider agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to this Certification or the products certified herein. The Product Provider agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Product Provider agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Product Provider agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to this Certification or the products certified herein.

APPENDIX L

ADDITIONAL STANDARD PLANS

2600 Series Cover and Frame Assembly

HB STD. PLAN 513 (a)



BOM		
ITEM #	QTY	DESCRIPTION
1	1	COMPOSITE FRAME
2	1	COMPOSITE COVER

Product Number

COM260249A01

Design Features

- Materials
 - Fiber Reinforced Polymer
- Proof Load
 - H-25 (50,000 LB) / D400 (400kN)
- Open Area
 - n/a
- Coating
 - Undipped
- ✓ Designates Machined Surface

Weight

- Cover - 34 lb.
- Frame - 28 lb.

Certification

- H25 Proof load per AASHTO M306-10
- D400 Proof load per EN124
- Country of Origin: USA

Lock Option

TwistLIFT®

- *TwistLIFT is a registered trademark of Titus Industrial Group
- *TwistLIFT iSecurity Handle sold separately (EJ# COMCOT30)

Drawing Revision

4/11/2016 Designer: MAH
Revised By:

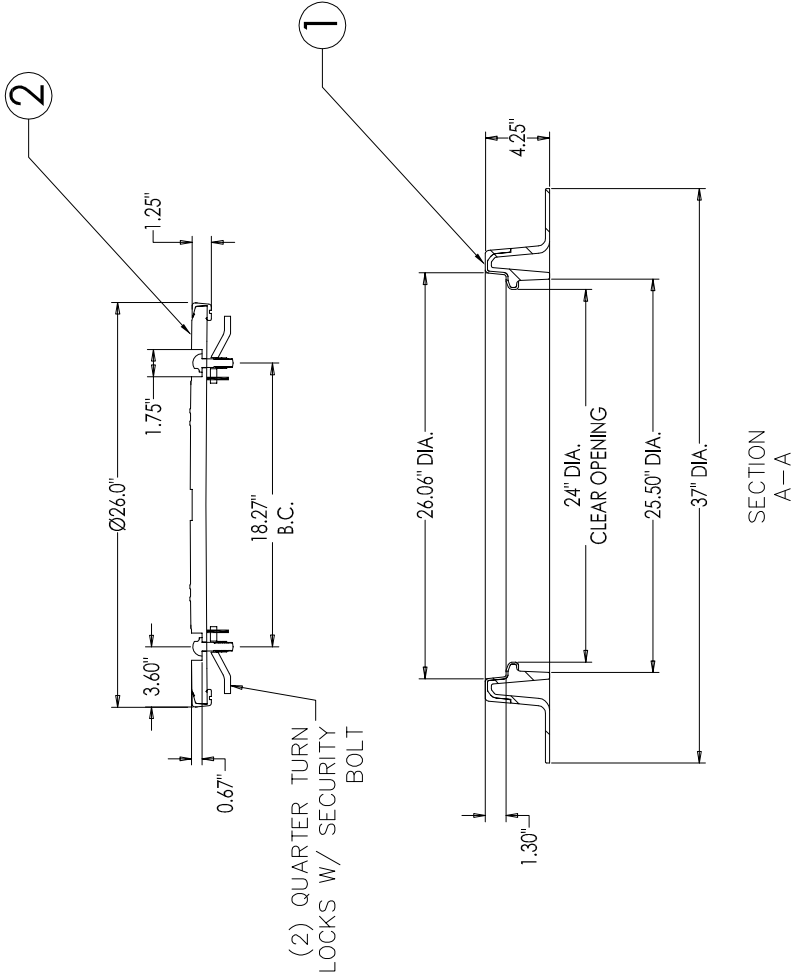
Disclaimer

Weights (lbs./kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

CONFIDENTIAL: This drawing is the property of EJ GROUP, Inc., and embodies confidential information, registered marks, patents, trade secret information, and/or know how that is the property of EJ GROUP, Inc. Copyright © 2014 EJ GROUP, Inc. All rights reserved.

Contact

800 626 4653
ejco.com



TITUS® TwistLIFT® Lock

Composite Cover Lock Specification

1.0 Required Function

The composite cover locking mechanism shall be designed to secure a manhole cover in order to protect against unauthorized access to the manhole, restrict movement of the cover therefore reducing wear, noise reduction and provide an attachment for a lifting tool to remove the cover.

2.0 Manufacturer

The locking mechanism shall be a TITUS® TwistLIFT® manufactured by TITUS® Industrial Group, Inc. 1450 N.W. Gardner Rd. Prineville, Oregon 97754 (877-582-9899 or 1-541-948-4458).

3.0 Overall Design Criteria

TITUS® TwistLIFT® composite access cover lock is designed as a security bolt requiring a special tool to operate the quarter turn bolt, and lift the cover from the frame. It functions with either the standard cam lock quarter turn paddle, or the extended 'SURCHARGE' paddle.

4.0 Specific Design Criteria

- a. The bolt shall be machined from 17-4PH H900 hardened stainless steel.
- b. The bolt features a domed head with 3 equally spaced 'J' slots running horizontally around the bolt head. A flat is machined on the top to extend the life of the debris plugs.
- c. Standard bolt sizes are 14 MM coarse thread with a flat machined on two sides to engage paddle.
- d. The paddle is die cast from 304 stainless steel and also available in both standard cam lock design, or extended surcharge configuration.
- e. The bolt and paddle will be assembled using two Stainless Steel 14 MM nut's, the bottom nut is a standard nut that will be torqued to 35 ft. lbs. to give the desired tension on the bolt. A second Nylock™ lock nut is used as a jam nut, and torqued to 90 ft. lbs. Stainless Steel washers are used to provide consistent turning resistance.
- f. A 3/16 Stainless Steel set screw, set in a threaded hole in the cover provides for a stop at ¼ turn of operation.
- g. The bolt will be operated by means of a specially made opening key consisting of a special socket attached to a 'T' handle used to both turn the bolt, and lift out the cover.
- h. Replacement opening keys are only available through TITUS® Industrial Group Inc.
- i. The bolt head is protected by a weather resistant plastic debris cap. The cap is included with each lock.

Specifications are subject to change without notice. Please contact TITUS® Industrial Group, Inc. regarding any questions or requirements at 1-877-582-9899 or 1-541-948-4458.

TITUS® TwistLIFT® Security Lock Assembly



Product Number: TL-125

Materials

17-4PH H900 Hardened Stainless Steel Security Bolt and Stainless-Steel fasteners

304L Stainless Steel Paddle

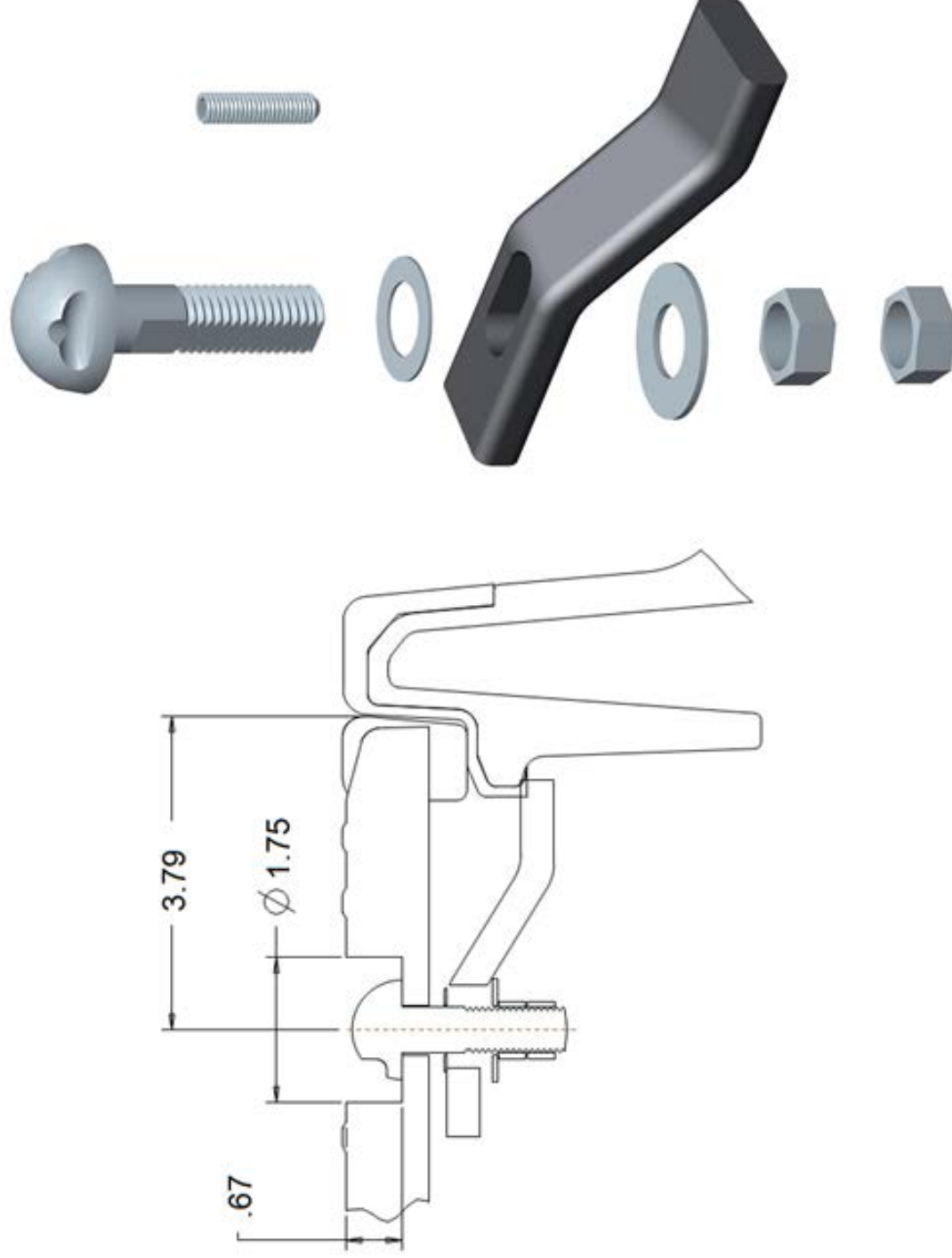


Manufactured by: TITUS® Industrial Group, Inc.

Disclaimer: Weights (lbs./kb), dimensions (inches/mm), are provided for your guidance. We reserve the right to modify specifications without prior notice.

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Contact: 877-582-9899
Info@titusig.com
www.Titusig.com

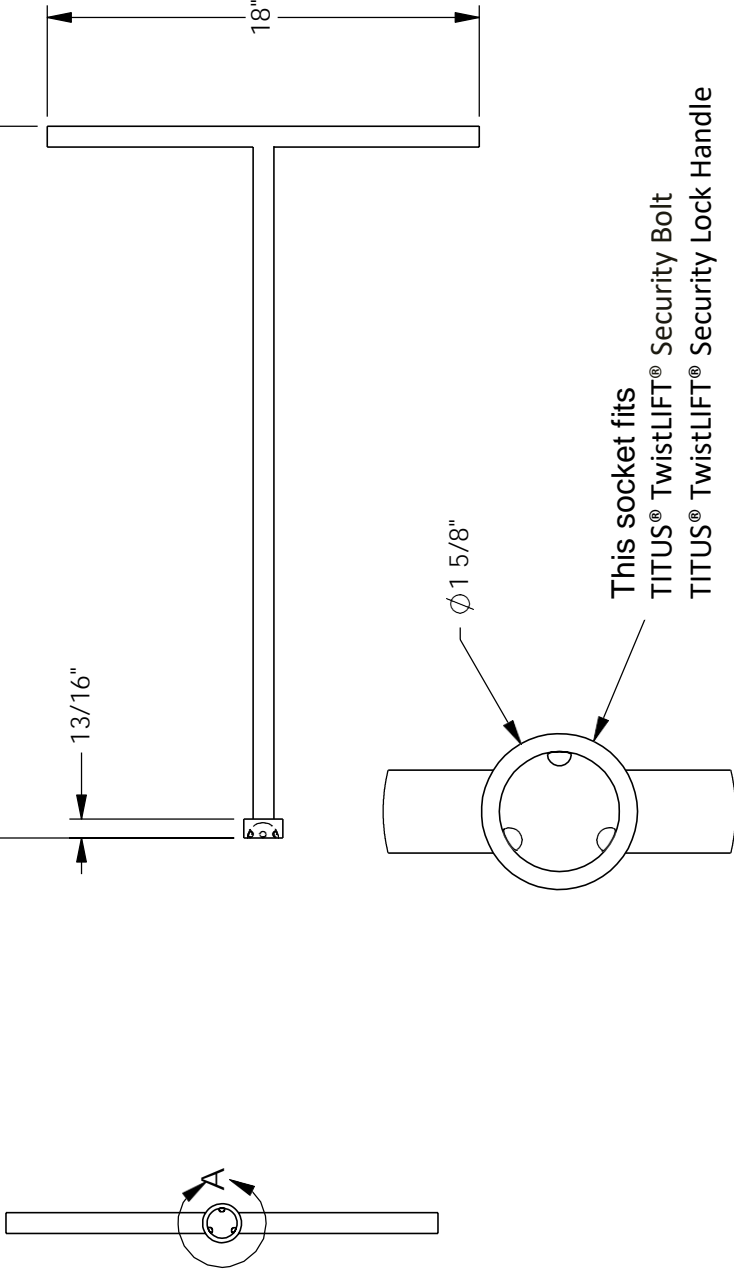
TITUS® TwistLIFT® Security Lock Opening Tool



Product Number: COT30

Design Features:

- 316L Stainless Steel
- Machined socket
- Complete welded construction
- Powder coated finish



SCALE 1:2



Disclaimer: Weights (lbs./kb) dimensions (Inches/mm), are provided for your guidance. We reserve the right to modify specifications without prior notice.

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Contact:

Office: 877-582-9899

info@titusig.com

www.titusig.com





TITUS® TwistLIFT® Security Lock Operation

TwistLIFT® Locks Feature 1/4 Turn Operation

TO OPEN

1. Remove plastic debris caps with a knife or screw driver.
2. To unlock and remove cover place tool on bolt head and turn till the tool drops down on the bolt head.
3. Rotate COUNTER CLOCKWISE to lock tool to bolt head.
4. With a moderate amount of torque turn the bolt 1/4 turn till stop is encountered. **STOP! Do not force, or damage may be done to bolt.**
5. Maintain a small amount of torque to the handle to keep it engaged in the bolt and lift up.

CAUTION! NEVER PULL SIDEWAYS ON TOOL

TWIST AND LIFT TO REMOVE

NEVER FORCE TOOL WHEN LOCK IS UP AGAINST THE STOP

6. Two (2) bolt 2400 series and 2600 series only require the operation of one (1) lock. Four (4) bolt units require the operation of at least three (3) bolts.
7. Two (2) bolt 3200 series and 3800 series require the operation of two (2) bolts. This series/size should be lifted by two people, one on each side. Lift and walk forward.
8. Four (4) bolt units will require the operation of at least three (3) bolts.
9. Any series of EJ composites can be opened with the use of a 'J' hook after operating all bolts to the open position.

PLEASE NOTE

TITUS® TwistLIFT® Security bolts are now available in a new HIGH STRENGTH version. If you have damaged bolts, contact your dealer for replacements. The new bolt features double the tensile strength of the original 316 Stainless bolts. To determine what type bolt you have, use a magnet. The older bolts are non-magnetic, new bolts are magnetic, and may also (but not always) be a bronze color.

Headquarters | 1450 NW Gardner Road | Prineville OR | 97754
East Coast Office | 3620 Harlem Road, Suite 12 | Buffalo NY | 14215
(877) 582-9899 | info@titusig.com | www.titusig.com





TITUS® TwistLIFT® Security Lock Operation TwistLIFT® Locks Feature 1/4 Turn Operation

COVER REPLACEMENT

1. Place tool on bolt, rotate slightly to lock on to bolt head. (Use two tools simultaneously on 3200 and 3600 series or use 'J' hook)
2. Lift cover and place over frame. Keeping cover at a slight angle, insert cover into frame, allowing the locked paddle to slide under frame. Set down cover.
3. Make sure cover is flush with the frame. If it is not flush, lift and reinsert making sure the locked paddle slides UNDER the frame.
4. Rotate the tool **Clockwise 1/4 turn** till stop is engaged. **STOP! Do not force, or damage may result to the lock system.**
5. Wiggle the tool while lifting and tool should unlock from the bolt head.
6. On four (4) bolt models, place tool on remaining bolts and rotate clockwise 1/4 turn to the locked position.
7. Replace plastic caps and step on them to seat them into place. Caps should be flush, if not use a mallet to seat them flush.

ADJUSTING LOCKS

Locks may loosen after some use. The lock should require a moderate amount of force to rotate. If adjustment is needed due to a loose lock use the following method.

Tools required: 7/8" or 22 mm open end wrench. 7/8" or 22 mm socket and torque wrench. 1/2 in drive is best.

1. Remove cover and place upside down on a bench or tailgate.
2. Hold the bottom adjustment nut with the open-end wrench, do not let it turn.
3. Using the socket turn the top JAM nut counter clockwise about 1/2 turn.
4. Remove the open-end wrench.
5. Align the flats of the top JAM nut so the socket can slide down over the bottom adjusting nut.
6. Torque to 40 ft. lbs. of torque.
7. Hold bottom adjustment nut with open end wrench, and torque JAM nut to 90 to 100 ft. lbs. of torque. Do not allow bottom adjustment nut to turn while torquing top nut.
8. **If you cannot get the bolt to tighten it may be damaged. Contact your dealer.**
9. **New hardened high strength bolts are now available for up-grading your locks. Contact your dealer.**

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Composite Frames and Covers

Suggested Specification

General

This specification is applicable for composite frames and covers. All products shall be manufactured in the United States of America. All manufacturers shall be approved suppliers and be able to demonstrate that there is an acceptable quality control program at the producing facility prior to supplying products.

Material

Composite products shall be manufactured from fiber reinforced polymer (FRP). It shall consist of a FRP matrix consisting of between 45% to 70% fiber reinforcement by weight. Fiber reinforcement shall consist of fiberglass, carbon, aramid, basalt and/or natural fibers. The polymer matrix shall be thermoset consisting of a polyester, vinylester, epoxy, polyurethane, and/or hybrid chemical composition. The resin matrix must be thermoset.

Manufacture

Composite frames and covers shall be of uniform quality, with a dimensional tolerance of 1/16 of an inch. The finished product will feature a strength to weight ratio of 750:1. There shall be no possibility of corrosion welding between the cover and the frame, preventing damage to the infrastructure when opening. Gasket system shall be integrated to reduce traffic shock and abatement of noise and malodors. Static Coefficient of Friction shall be 0.6 or greater, as described in ASTM C1028 Standard, in both wet and dry applications.

Fatigue Performance

Composite products shall be tested against a fatigue performance consisting of 2 million cycles at 16,000 lbs. There shall be no visible damage, and must meet allowable permanent set for the applicable class. This test must be performed in a manner approximating the field installation as accurately as possible. After the product has gone through the cycle test, it must then pass the proof load requirements of AASHTO M 306 or H-20, depending on product application.

Proof Load Testing

Traffic service castings shall have a first article proof load test conducted and the results of that proof load shall be made available to the purchaser upon request. The proof load shall be conducted in accordance with the method and procedure that is outlined in AASHTO M 306. The product shall be tested on a suitable and calibrated load testing machine and the composite frame and cover shall hold a 50,000 pound proof load for one minute without experiencing any cracks or detrimental permanent deformation.

Inspection

Inspections shall be in accordance with AASHTO M 306. Results of these tests shall be furnished to the purchaser upon request. The production date and product numbers, as cast on the product, shall be the basis of traceability and recording of the tests.

Marking

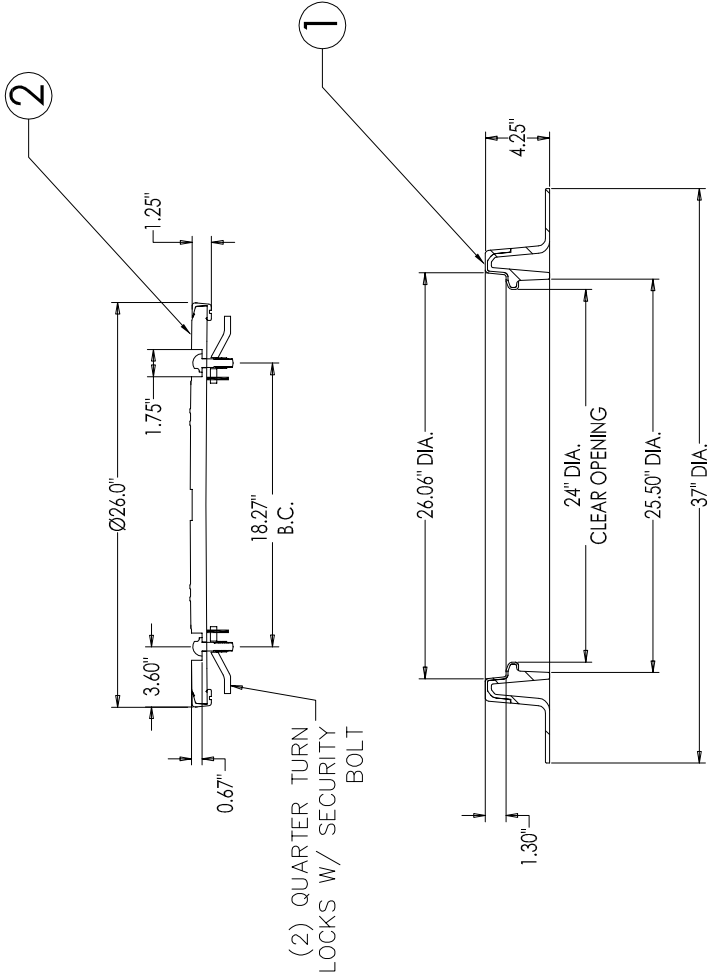
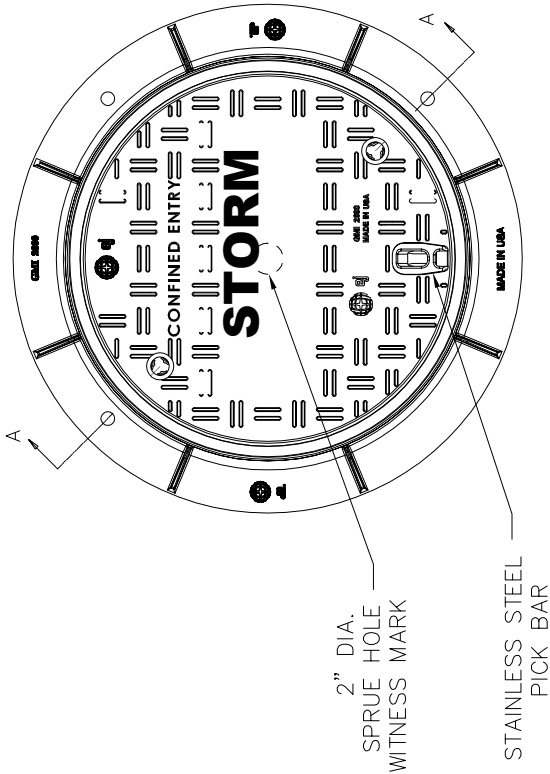
Each product shall be identifiable and show, at a minimum, the following: name of the manufacturer, country of manufacture (such as "Made in USA"), material designation, and individual part number. Product shall include all lettering as shown on the specification drawings.

Sampling

Random checks of the products may be conducted by the purchaser. These random checks shall be conducted in accordance with specification drawings.

2600 Series Cover and Frame Assembly

STD PLAN 513(b)



BOM		
ITEM #	QTY	DESCRIPTION
1	1	COMPOSITE FRAME
2	1	COMPOSITE COVER

Product Number

COM260249A01

Design Features

- Materials
 - Fiber Reinforced Polymer
- Proof Load
 - H-25 (50,000 LB) / D400 (400kN)
- Open Area
 - n/a
- Coating
 - Undipped
- ✓ Designates Machined Surface

Weight

- Cover - 34 lb.
- Frame - 28 lb.

Certification

- H25 Proof load per AASHTO M306-10
- D400 Proof load per EN124
- Country of Origin: USA

Lock Option

TwistLIFT®

- *TwistLIFT is a registered trademark of Titus Industrial Group
- *TwistLIFT iSecurity Handle sold separately (EJ# COMCOT30)

Drawing Revision

4/11/2016 Designer: MAH
Revised By:

Disclaimer

Weights (lbs./kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

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