

Specifications And Contract Documents



Traffic Signal System Improvements On Main Street and Barstow Road (SR 247)

Prepared by:
City of Barstow
Public Works Department, Engineering Division
220 E. Mountain View Street, Suite A
Barstow, California 92311

Project #: 2025-1001
Bid Date: ~~June 25, 2025 at 2:00 pm~~ **July 2, 2025 at**
Dated: May 29, 2025 **2:00 P.M.**

For use in connection with
Standard Specification for Public Works Construction

SECTION I - PROCEDURAL DOCUMENTS

SECTION 1.1
OF
PROCEDURAL DOCUMENTS

INVITATION FOR BIDS

Sealed Bids for the **PROJECT NO. 2025-1001, "TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON MAIN STREET & BARSTOW ROAD"** will be received by the CITY OF BARSTOW ("Owner") until **2:00 p.m.**, Pacific Standard Time on **June 25, 2025**. Bids will be publicly opened and read aloud at the location listed below:

CITY CLERK'S OFFICE
BARSTOW CITY HALL
220 E. Mountain View Street , Suite A, Barstow, California, 92311

The scope of work under this project includes traffic signal system improvements at 13 signalized intersections on Main Street & Barstow Road as specified in Section 1.3 Bid Schedule. The improvements include furnishing and installing traffic signal controllers, GPS Time clocks, 2010 Signal Monitors, new signal vehicle heads, countdown pedestrian heads, pedestrian push buttons, Emergency Vehicle Preemption System (EVP), and fully functional Video Detection System, all in accordance with the City of Barstow and CALTRANS Standard Specifications.

Copies of the Plans and Specifications may be obtained at the Public Works Department, Engineering Division, City of Barstow, 220 E. Mountain View Street, Suite A, Barstow, California, 92311, by a non-refundable deposit of **Forty Dollars (\$40.00)** per set. An additional non-refundable charge of Fifteen Dollars (\$15.00) to cover the cost of wrapping, handling, and postage will be made for each set of Contract Documents mailed.

Bid Bond:	100%
Performance Bond:	100%
Working Days:	100 Working Days

Bidders on this work will be required to comply with California Labor Code Section 1410 et. seq, California Labor Code Section 1777.6, and implemented regulations concerning equal opportunity for apprentices.

The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the work is to be performed for each craft or type of workmen needed to execute the Contract or Work as hereinafter set forth (see California Labor Code Section 1770 et seq.). Copies of rates are on file at the office of the Owner, and copies shall be made available for review to any interested party on request. The successful Bidder shall post a copy of such determinations at the job site. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on this Project by all contractors and subcontractors. The Contractor will be required to pay the higher of state or federal prevailing wage rates.

Bids are required for the entire work described herein. This Contract is subject to the state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990.

Each Bid shall be submitted on a form furnished as part of the Contract Documents. All Bids shall be accompanied by cash, cashiers or certified check payable to the order of the City of Barstow, amounting to ten percent (10%) of the Bid, or by a bond in said amount and payable to said Owner, signed by the Bidder and a corporate surety. The amount so posted shall be forfeited to the Owner if the Bidder depositing the same does not enter into a Contract with the Owner, within fifteen (15) days, after written notice has been mailed to the Bidder that the contract has been awarded to such Bidder.

The Contractor will be required to submit a Certificate of Insurance, which indemnifies the Owner for damage to any portion of the work resulting from fire, explosion, hail, lightning, flood, vandalism, malicious mischief, wind, collapse, riot, aircraft, or smoke. The Contractor will also be required to submit a Payment Bond and a Contract Performance Bond, each in the amount of one hundred (100) percent of the Contract price, with a corporate surety approved by the Owner. *All bonds must be in the form required by the Owner (substitutions are not permitted) and the company must be authorized to conduct/transact business in the State of California.*

PAYMENT

Progress payments will be made in cash to the Contractor in accordance with the provisions of the General Conditions and/or specifications and on itemized estimates duly certified and approved by the Owner submitted in accordance therewith, based on labor and materials incorporated into said Work during the preceding month by the Contractor.

Payment shall not be made more often than once each thirty (30) days. **Final payment shall be made thirty-five (35) days subsequent to recordation of the Notice of Completion.**

The agency shall hold retention 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 retention to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 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 to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions 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.

SUBSTITUTION OF SECURITIES

The Contractor may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the Owner to ensure performance under the contract. Such securities shall be deposited with the Owner or with a state or federally chartered bank as an escrow agent who shall pay such monies to the Contractor upon satisfactory completion of the Contract.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive interest thereon, if any. Securities eligible for substitution shall include those listed in Public Contract Code Section 22300.

REQUIRED LICENSE CLASSIFICATION

Under Section 7059 of the Business and Professions Code, the Bidder must have a license classification that is sufficient to perform a majority of the project. The Owner has determined that a **Class A** license is necessary to bid this project. If the Bidder is a specialty contractor, the Bidder is alerted to the requirements of Business and Professions Code Section 7059.

AWARD AND EXECUTION

The award of contract, if made, will be made within forty-five (45) calendar days from the bid opening date.

The Contractor shall execute the Contract within fifteen (15) calendar days after he has been notified in writing of the award.

The Owner hereby reserves the right to reject any and all proposals, to waive any irregularity, award any combination of schedules and to award the Contract to the lowest responsive and responsible Bidder. In case the lowest Bid proposal is higher than the Engineer's estimate, the Owner reserves the right to negotiate a contract with the lowest responsive and responsible Bidder. No Bidder may withdraw his bid for a period of forty-five (45) calendar days after the bid opening.

CITY OF BARSTOW, CALIFORNIA

Dated: _____

By: _____

Title: CITY CLERK

SECTION 1.2
OF
PROCEDURAL DOCUMENTS

INSTRUCTION TO BIDDERS

The CITY OF BARSTOW, herein called the “Owner,” will receive sealed bids for the above stated project at the office of the Owner, 220 E. Mountain View Street, Suite A, Barstow, California, 92311, up to the hour of **2:00 p.m.**, on **June 25, 2025** and then at said office shall publicly opened and read aloud all received bids.

Each Bid must be submitted in a sealed envelope, addressed to the Owner at the above-referenced address. Each sealed envelope containing a Bid must be plainly marked on the outside as **PROJECT NO. 2025-1001, “TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON MAIN STREET & BARSTOW ROAD”** and the envelope should bear on the outside the name of the Bidder, his address, his license number and the project number, if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner at the above-referenced address.

All Bids must be made on the required Bid form (Section 1.3). All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted.

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within forty-five (45) calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

Bidders must satisfy themselves of the character of the work to be performed by examination of the site and review of the Contract Documents, including Addenda. After the Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the nature of the work to be performed.

The plans and specifications are hereby made a part of this Contract.

Deadline for submittal of bid Request For Information (RFI’s) is June 13, 2025 at 1:00 p.m. local time. Submit all inquiries to Fidel Martinez, City of Barstow, Public Works Department, 220 E. Mountain View Street , Suite A, Barstow, California, 92311, by phone (760) 256-3531, by fax (760) 256-1750 or by e-mail at dgonzales@BarstowCa.org.

The Owner shall provide to Bidders prior to bidding, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

Each Bid shall be submitted on a form furnished as part of the Contract Documents. All Bids shall be accompanied by cash, cashier's or certified check payable to the order of the "City of Barstow" amounting to ten percent (10%) of the Bid, or by a bond in said amount and payable to the Owner, signed by the Bidder and a corporate surety, or by the Bidder and two sureties who shall justify before any officer competent to administer an oath, in double said amount and over and above all statutory exemptions. The amount so posted shall be forfeited to the Owner in case the Bidder depositing the same does not, within fifteen (15) days after written notice has been mailed to the Bidder that the Contract has been awarded to such Bidder, enter into a contract with the Owner.

As soon as the Bid prices have been compared, the Owner will return the Bid Bonds of all except the three lowest responsive and responsible Bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until all Contract Documents have been executed and approved, after which it will be returned.

Bonds must be in the form required by the Owner (substitutions are not permitted) and the company must be authorized to conduct/transact business in the State of California.

The Contractor will be required to submit a Payment Bond and a Contract Performance Bond (on the required form), in the amount of 100% of the Contract price, with a corporate surety approved by the Owner.

The Contractor may, at his sole cost and expense, substitute securities equivalent to any moneys withheld by the Owner to ensure performance under the Contract. Such securities shall be deposited with the Owner or with a state or federally chartered bank as an escrow agent that shall pay such moneys to the Contractor upon satisfactory completion of the Contract.

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive interest thereon, if any. Securities eligible for substitution shall include those listed in Public Contract Code Section 22300.

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Contract Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute the Agreement and submit the Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within fifteen (15) calendar days from the date when Notice of Award is delivered to the Bidder.

The Notice of Award shall be accompanied by the necessary Agreement, Bond, and Certificate of Insurance forms. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default; in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

The Owner, within fifteen (15) days of receipt of acceptable Payment Bond, Contract Performance Bond, Insurance Certificates, and Agreement signed by the party to whom the Contract was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by Written Notice withdraw his signed Agreement. Such notice of Withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the above-specified period or within the period mutually agreed upon, the contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligation of the Agreement and to complete the Work contemplated therein.

A conditional or qualified Bid will not be accepted. Award, if made, will be made to the lowest responsive and responsible Bidder, as determined by the Owner.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

All Bidders shall supply the names and addresses of major material suppliers, subcontractors and references as required as set forth in the Bid.

SECTION 1.3
OF
PROCEDURAL DOCUMENTS

BID

Proposal of _____, hereinafter called "Bidder", organized and existing under the laws of the State of California, doing business as _____.

* insert "a corporation", "a partnership", or "an individual", as applicable.

To the CITY OF BARSTOW, hereinafter called "Owner":

In compliance with your Invitation for Bids and Instruction to Bidders, Bidder hereby proposes to perform all work for the **PROJECT NO. 2025-1001, "TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON MAIN STREET & BARSTOW ROAD"** in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees that the Owner shall have a period of forty-five (45) calendar days after opening of Bids within which to accept or reject the Bids.

The Bidder agrees to commence work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the Contract within a total of **One Hundred (100) working days** thereafter.

The Bidder agrees that if the project is not fully completed within said time, he shall pay, as liquidated damages, the sum of **\$750.00** for each calendar day thereafter as provided in the General Conditions, and that this amount shall be presumed to be the amount of damages sustained by Owner in the event of such a breach by the Bidder, as it would be impractical or extremely difficult to fix the actual damage.

PROJECT NO. 2025-1001

“TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON MAIN STREET & BARSTOW ROAD”

BID SCHEDULE -

ITEM NO.	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY		UNIT PRICE	TOTAL
	1. Mobilization, Bonding, and Insurance	1	LS		
	2. Furnish and Install new 2070E Controllers	13	EA		
	3. Furnish and Install new GPS Timing Source Units	13	EA		
	4. Furnish and Install new Conflict Monitor	13	EA		
	5. Furnish and Install EVP Opticom Systems	13	EA		
	6. Furnish and Install Video Detection System and Cameras	10	EA		
	7. Furnish and Install new Traffic Signal Vehicle Heads and Backplates	168	EA		
	8. Furnish and Install new LED Countdown Pedestrian Signal Heads	86	EA		
	9. Furnish and Install new Pedestrian Push Buttons	13	EA		
	10. Install new Sign on Traffic Signal Pole	15	EA		
	11. Install new Sign on Mast Arm	5	EA		
TOTAL					

SUMMARY

TOTAL BID AMOUNT IN WORDS:

NOTE: **The City of Barstow reserves the right to reduce quantities without a change in the Contractor's Bid Prices, due to a possible reduction in funding, at the time of contract award.**

ADDENDA

The Bidder acknowledges receipt of the following Addenda:

Addendum No.: _____ DATED: _____

Addendum No.: _____ DATED: _____

Addendum No.: _____ DATED: _____

NOTE: All addenda shall be signed by the Bidder and submitted with the Bid package.

NON COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF _____

_____, being first duly sworn, the party making the
(Name of Bidder)

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

(Signature)

(Typed Name)

SUBSCRIBED BEFORE ME on this _____ day of _____, 2025.

Notary Public

My commission Expires:

BID SECURITY OR BOND

There is enclosed herewith Bid security or bond in the following form (check one):

- Cash (10%)
- Cashier's Check or Certified Check (10%)
- Bond - 1 Surety (10%)

in the sum of _____ (____) percent of the base Bid of _____ (\$ _____), made payable to the order of the City of Barstow, and the undersigned agrees that in case of his failure to execute the necessary Contract and furnish the required bonds and insurance certificates, the cashier's check or surety bond and the money payable thereon shall be and remain the property of the CITY OF BARSTOW.

WITHDRAWAL OF BID

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving Bids.

VISITING THE SITE

The undersigned has thoroughly examined the Drawings and Specifications and Addenda (if any), has visited the site, and is thoroughly familiar with the contents and all of the conditions thereof. The undersigned is aware of, and will observe, all security regulations enforced at this facility.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 - 4108 of the Public Contract Code of the State of California, and any amendments thereto, each Bidder shall set forth below, the name and location of the mill, shop, or office of each subcontractor who will perform work or labor, or render service to the Contractor in an amount in excess of one-half (1/2) of one (1) percent of the total Bid to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself and he shall not be permitted to subcontract that portion of the work except under conditions permitted by law.

LIST OF SUBCONTRACTORS

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original Bid shall only be permitted in case of public emergency or necessity, or otherwise permitted by law, and then only after a finding reduced to writing as a public record of the Owner.

LIST OF SUBCONTRACTORS

NAME:	License No and Classification	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

NAME:	License No and Classification	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

NAME:	License No and Classification	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

LIST OF SUBCONTRACTORS - cont.

NAME:	License No and Classification	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

NAME:	License No and Classification	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

NAME:	License No and Classification	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

LIST OF MATERIAL SUPPLIERS

NAME:	MATERIAL(S) TO BE SUPPLIED
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ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

LIST OF MATERIAL SUPPLIERS - cont.

NAME:	MATERIAL(S) TO BE SUPPLIED
-------	----------------------------

ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total Bid

LIST OF MANUFACTURERS

The Contractor shall submit this sheet with his Bid, completed, to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Engineer. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

<u>Item or Material</u>	<u>Manufacturer</u>
_____	_____
_____	_____
_____	_____
_____	_____

No change shall be allowed of any material manufacturer listed above after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the specifications. Should such change be allowed, there will be no increase in the amount of the Bid originally submitted.

ANTI-TRUST CLAIM

In submitting a Bid to a public purchasing body, the Bidder offers and agrees that if the Bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

DECLARATION OF ACCURACY

I, the undersigned, declare under penalty of perjury that the information presented in this Bid, including without limitation the Contractor's license number and expiration date, are true and correct to the best of my knowledge. Any Bid not signed by the Bidder, or not containing the Bidder's license number and license expiration date, or containing information which is subsequently proven false, shall be considered unresponsive and shall be rejected.

Signature

Address

Title

City, State, Zip

Date

Telephone

Contractor's License No.

Type of License

Federal ID No. (If applicable)

Expiration Date of License

(SEAL - if Bid is by a corporation)

ATTEST

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et. Seq. of the Labor Code which requires 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, the undersigned Contractor, agree to and will comply with such provisions before commencing with the performance of the Work of this Contract.

The Contractor agrees to utilize federal job classifications for the submittal of the certified payrolls and further agrees to pay all of its employees the higher of the prevailing state or federal wages.

CONTRACTOR:

Firm Name

By

Title

QUESTIONNAIRE REGARDING BIDDERS

Number of years engaged in the contracting business under present business name _____
 _____.

List of at least the last three contracts performed which show experience in working on a project of a nature similar to that covered in this proposal. If none, so indicate. Attach separate list of references if necessary.

Year	Type of Work	Contract Amt.	Location	Contact person/phone
1				
2				
3				
4				
5				
6				
7				

Please check applicable box concerning the ownership of your business:

- (1) American Indian or Alaska Native
- (2) Asian or Pacific Islander
- (3) Black
- (4) Hispanic
- (5) White
- (6) Female
- (7) Other (Specify) _____

State of California Contractor's License No.: _____

Contractor's License Expiration Date: _____

SECTION 1.4
OF
PROCEDURAL DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the CITY OF BARSTOW as Owner in the penal sum of _____,

for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors, and our assigns.

Signed this _____ day of _____, 2025

NOW, THEREFORE,

- A. If said Bid shall be rejected, or
- B. If said Bid shall be accepted and the Principal shall execute and deliver, within fifteen (15) days after the Notice of Award, a Contract in the form attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required Insurance Certificates, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims thereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Two Witnesses

(If Individual):

Principal: _____

By _____

Title _____

ATTEST (If Corporation):

By _____

Title _____

(Corporate Seal)

ATTEST:

By _____

Title _____

(Corporate Seal)

SURETY: _____

By: _____

Title _____

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance as defined in Section 105 of the California Insurance Code.

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and address of Agent or Representative in California, if different from above) _____

(Telephone number and address of Surety and Agent or Representative in California) _____

SECTION 1.5
OF
PROCEDURAL DOCUMENTS

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2025 by and between the CITY OF BARSTOW, hereinafter called "Owner", and _____, doing business as _____ * hereinafter called "Contractor".

* Insert "a corporation," "a partnership," or "an individual," as applicable.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, it is agreed that:

1. The Contractor will commence and complete **PROJECT NO. 2025-1001, "TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON MAIN STREET & BARSTOW ROAD"** as per the plan and specifications.
2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the Work required by the Contract Documents on or before the date specified to commence Work in the Notice to Proceed and will complete the same within **One Hundred 100 working days** unless the period for completion is extended otherwise by the Contract Documents.
4. Owner and Contractor have discussed the provisions of Civil Code 1671 and the damages, which may be incurred by Owner if the Work is not completed within the time specified in this Agreement. Owner and Contractor hereby represent that at the time of signing this Agreement, it is impractical and extremely difficult to fix the actual damage which will be incurred by the Owner if the Work is not completed within the number of working days allowed.
5. The Contractor hereby acknowledges that the plans and specifications are made as a part of this Contract.
6. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$_____ or as shown in the Notice of Award; subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days. Final payment shall be made thirty-five (35) days subsequent to recordation of Notice of Completion. Contractor may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the Owner to ensure performance under the Contract. Such securities shall be deposited with the Owner or with a state or federally chartered bank acceptable to the Owner as an escrow agent who shall pay such moneys to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for substitution shall include those listed in Public Contract Code Section 22300.

7. The term "Contract Documents" means and includes the following:
 - a. Invitation for Bids
 - b. Instruction to Bidders
 - c. Bid
 - d. Bid Bond
 - e. Agreement
 - f. Payment Bond
 - g. Contract Performance Bond
 - h. Certificates of Insurance and Endorsements
 - I. Notice of Award
 - j. Notice to Proceed
 - k. Change Orders
 - l. General Conditions
 - m. Supplemental General Conditions
 - n. Special Conditions, Technical Specification Provisions and Standard Drawings and Details
 - o. Drawings Prepared by the City of Barstow or Consultant and Specifications
 - p. Addenda:

No. _____, dated _____, 2025
 No. _____, dated _____, 2025
 No. _____, dated _____, 2025
 No. _____, dated _____, 2025

8. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

10. Should any litigation or arbitration be commenced between the parties hereto concerning said project, any provisions of this Contract, or the rights and obligations of either in relation thereto the party, Owner or Contractor, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation, and court costs.

11. Pursuant to Section 1770 et. seq., the following, of the California Labor Code, the successful Bidder shall pay not less than the higher of State or Federal prevailing rate of per diem wages. The Owner has obtained the State Prevailing wage rates from the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Owner, which copies shall be made available for review to any interested party on request.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in copies each of which shall be deemed an original on the date first above written.

OWNER:

CITY OF BARSTOW

By: _____

Name: _____
Please Type

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

CONTRACTOR:

(SEAL)

By: _____

Name: _____

Title: _____
Please Type

Address: _____

Contractor's License No. _____

ATTEST:

By: _____

Name: _____

Title: _____

All signatures on this Contract Agreement on behalf of the Contractor must be acknowledged before a Notary Public. In the event that the Contractor is a corporation, the President/Vice President and the corporate secretary of the corporation must sign and the corporate seal must be affixed thereto.

CORPORATE CERTIFICATE

I, _____, certify that I am the Corporate Secretary of the
_____ Corporation named as CONTRACTOR in the
foregoing Contract; that _____, who signed said
Contract on behalf of the CONTRACTOR, was then _____ of said
corporation; and that said Contract was duly signed for and in behalf of said corporation by
authority of its governing body and is within the scope of its corporate powers.

Name: _____

(SEAL)

ATTEST:

Name _____
(Please Print)

Title _____

SECTION 1.6
OF
PROCEDURAL DOCUMENTS

PAYMENT BOND
(CALIFORNIA PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Barstow, (referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Contractor") a Contract dated _____, for work described as follows:

PROJECT NO. 2025-1001, "TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON MAIN STREET & BARSTOW ROAD" (hereinafter referred to as the "Public Works Contract"); and

WHEREAS said Contractor is required to furnish a bond in connection with said Public Works Contract, and pursuant to Section 3247 of the California Civil Code.

NOW, THEREFORE, we _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY OF BARSTOW and to any and all persons, companies or corporation entitled to file stop notices under Section 3181 of the California Civil Code in the sum of _____ Dollars (\$ _____), said sum being not less than 100 percent of the total amount payable by the said obligee under the terms of the said Public Works Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or Subcontractors, shall fail to pay for any materials, provisions, vendor or other supplies or teams, implements or machinery used in, upon, for or about the performance of the Public Work Contract to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of said Contractor and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety or Sureties will pay a reasonable attorney's fee to be fixed by the Court. In addition to the provisions herein above, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2025.

PRINCIPAL:

By _____

SURETY:

By _____

Attorney-in-fact

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code.

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____) s.s.

On _____ before me, personally appeared _____ personally known to me; or 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 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.
(SEAL)

Signature of Notary Public

CAPACITY CLAIMED BY SIGNER:

Though statute does not require the notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

____ Individual (s)
____ Corporate Officer (s) _____ and _____
Titles _____ and _____
____ Partner(s) _____ Limited _____ General
____ Attorney-in-fact
____ Trustee (s)
____ Guardian/Conservator
____ Other: _____

Signer is representing: _____

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to an unauthorized document.

Title of type of document: _____
Number of pages: _____
Date of document: _____
Signer(s) other than named above: _____

This Certificate must be attached to the document described above

SECTION 1.7
OF
PROCEDURAL DOCUMENTS

CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CITY OF BARSTOW (referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Contractor") a Contract dated _____, for work described as follows:

PROJECT NO. 2025-1001, "TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON MAIN STREET & BARSTOW ROAD" (hereinafter referred to as the "Public Works Contract"); and

WHEREAS, the Contractor is required by said Public Works Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY OF BARSTOW in the sum of _____ Dollars (\$_____), said sum being not less than 100 percent of the total amount payable by the said Obligee under the terms of the said Public Works Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Public Works Contract and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Public Works Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to Obligee a reasonable attorney's fee to be fixed by the Court.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Works Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, the Work, or the Specifications.

No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2025.

PRINCIPAL:

By _____

SURETY:

By _____

Attorney-in-fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged is \$ _____ (must be filled in by corporate surety)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code.

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____) s.s.

On _____ before me, personally appeared _____
personally known to me; or 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 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.
(SEAL)

Signature of Notary Public

CAPACITY CLAIMED BY SIGNER:

Though statute does not require the notary to fill in the data below, doing so may prove invaluable to
persons relying on the document.

_____ Individual (s)
_____ Corporate Officer (s) _____ and _____
Titles _____ and _____
_____ Partner(s) _____ Limited _____ General
_____ Attorney-in-fact
_____ Trustee (s)
_____ Guardian/Conservator
_____ Other: _____

Signer is representing: _____

ATTENTION NOTARY: Although the information requested below is optional, it could prevent
fraudulent attachment of this certificate to an unauthorized document.

Title of type of document: _____
Number of pages: _____
Date of document: _____
Signer(s) other than named above: _____

This Certificate must be attached to the document described above

SECTION 1.8

OF
PROCEDURAL DOCUMENTS

CERTIFICATES OF INSURANCE
AND ENDORSEMENTS

The Contractor shall not commence any work under the Contract Documents until he obtains, at his own expense, all required insurance as stipulated by the Owner. The required insurance shall be provided by the Contractor in conformance with the requirements of Article 13 through 16 of the General Conditions of these Contract Documents and includes the following:

- California Workers' Compensation Insurance
- Commercial General Liability Insurance
- Commercial Automobile Liability Insurance

The insurance company or companies utilized by the Contractor shall be authorized to transact business in the State of California and to issue policies in the amounts required in the General Conditions of these Contract Documents.

SECTION 1.9
OF
PROCEDURAL DOCUMENTS

NOTICE OF AWARD

TO: _____

Project Description: **PROJECT NO. 2025-1001, “TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON MAIN STREET & BARSTOW ROAD”** The Owner has considered the Bid submitted by you for the above described Work in response to its Invitation for Bids dated May 29, 2025, and the Instruction to Bidders.

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

You are required, as stated by the Instruction for Bidders, to execute the Agreement and furnish the required Contractor's Payment Bond, Performance Bond, City Business License, copy of Contractor License, and Certificates of Insurance and Endorsements within fifteen (15) calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said Bonds and Certificates of Insurance and Endorsements within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the Acceptance Notice to the Owner, including the Bonds, Insurance, Business License, Contractor's License, etc.

Dated this _____ day of _____, 2025.

CITY OF BARSTOW (Owner)

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____

_____ THIS _____ day of

_____, 2025.

Contractor

By _____

Title _____

SECTION 1.10
OF
PROCEDURAL DOCUMENTS

NOTICE TO PROCEED

TO: _____

Project Description: **PROJECT NO. 2025-1001, “TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON MAIN STREET & BARSTOW ROAD”**

You are hereby notified to commence work in accordance with the Agreement dated _____, 2025 on or before _____, 2025, and you are to complete the work within One Hundred (**100**) working days thereafter. The date of completion of all work is therefore _____, 2025.

You are required to return an acknowledged copy of the Acceptance of Notice to the Owner.

Dated this ____ day of _____, 2025.

CITY OF BARSTOW (Owner)

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

_____ THIS _____ day of
_____, 2025

Contractor

By _____

Title _____

SECTION 1.11
OF
PROCEDURAL DOCUMENTS

CHANGE ORDER

Order No. _____

Date _____

Purchase Order No. _____

Agreement Date _____

Sheet _____ of _____

Owner: CITY OF BARSTOW

Project: **NO. 2025-1001, “TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON MAIN STREET
& BARSTOW ROAD”**

Contractor:

The following changes are hereby made to the Contract Documents:

JUSTIFICATIONS:

CHANGE TO CONTRACT PRICE

Original Contract Price \$ _____

Current Contract Price adjusted by previous
Change Order(s) \$ _____

Contract Price due to this Change Order will
be (increased) (decreased) \$ _____

New Contract Price including this Change Order \$ _____

CHANGE TO CONTRACT TIME

Contract Time will be (increased) (decreased) _____
(Working Days)

Date for Completion of all Work _____
(Date)

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

Recommended by: _____ Date: _____

Approved by: _____ Date: _____

Accepted By: _____ Date: _____

SECTION 1.12
OF
PROCEDURAL DOCUMENTS

RELEASE

Owner: _____

Contractor: _____

Project: **PROJECT NO. 2025-1001, “TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON
MAIN STREET & BARSTOW ROAD”**

In consideration of the final payment of the undisputed Contract amounts of \$_____ relating to the above referenced project, the Contractor hereby Releases the Owner from any and all claims and liability for payment on the project except for any outstanding disputed amount listed below.

CONTRACTOR:

By: _____

Title: _____

Dated: _____

ATTEST:

Name: _____
(Please Print)

Title: _____

SECTION II - GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

- (a) Action of the City Council is a vote of a majority of a quorum of the Barstow City Council at a lawful meeting.
- (b) Addenda are the changes in specifications, drawings, contract documents, and plans that have been authorized in writing by the City and that alter, explain, or clarify the contract documents.
- (c) Approval means written authorization by the City for specific applications within the Contract.
- (d) “As Shown,” “As Indicated,” and “As Detailed” refer to drawings accompanying the specifications.
- (e) Construction Manager is the person or entity designated by the City to act as its representative in managing the day-to-day affairs of the construction process. The Manager will work closely with the City Engineer and have the same rights of access to the project, as does the City.
- (f) “Contract” and “Contract Documents” include(s) all contract documents, including, but not limited to: Notice Inviting Bids, Affidavit of Noncollusion, Instructions to Bidder, Designation of Subcontractor, Worker’s Compensation Certificate, Performance Bond, Payment Bond, Insurance Policies, Guarantee, Release, Contractor’s Proposal, Equal Opportunity Certificate, General Conditions, Supplementary Conditions, if any, Drawings, Plans, Specifications, the Agreement form and all modifications, addenda, and amendments thereto.
- (g) “Contractor,” “City,” and “Owner” are those mentioned as such in the Agreement. They are treated throughout the contract documents as if they are of singular number and neutral gender.
- (h) Engineer refers to the City Engineer or any other professional designated by the City to design and oversee completion of the Project.
- (i) Project is the planned undertaking as provided in the contract documents by the City and Contractor.
- (j) Provide shall include “provide complete in place” and/or “furnish and install.”
- (k) Safety Orders are those issued by any state or federal agency.
- (l) Standards, Rules, and Regulations referred to are the standard specifications (City of Barstow, Greenbook, or other standards as listed) and shall be considered as one and a part of these specifications within limits specified.
- (m) Subcontractor, as used herein, includes those having direct contract with the Contractor and one who furnished material worked to a special design according to plans, drawings, and specifications of this work, but does not include one who merely furnishes material not so worked.
- (n) Surety is the person, firm or corporation that executes as surety the Contractor’s Performance Bond and Payment Bond.
- (o) Work of the Contractor or subcontractor includes labor or materials (including, without limitation, equipment and appliances) or both, incorporated in, or to be incorporated in, the construction covered by the complete Contract.
- (p) Workers include laborers, workers, and mechanics.

ARTICLE 2. STATUS OF CONTRACTOR

- (a) The Contractor is, and shall at all times be deemed, wholly responsible for the manner in which it performs the service required of it by the terms of this Contract. Nothing contained herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and the Contractor or any of the Contractor's agents or employees. The Contractor assumes exclusive responsibility for the acts of its employees and agents as they relate to the services to be provided during the course and scope of their employment. The Contractor, its agents, and its employees shall not be entitled to any rights or privileges of City employees. The City shall be permitted to monitor the activities to determine compliance with the terms of this Contract.
- (b) Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Post Office Box 2600, Sacramento, California 95826.
- (c) The Contractor and the Subcontractors shall obtain a City Business License prior to the start of work.

ARTICLE 3. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY.

Before the Contractor makes any change in the name or legal nature of the Contractor's entity, the Contractor shall first notify the City and cooperate with the City in making such changes as the City may request in this Contract.

ARTICLE 4. CONTRACTOR'S SUPERVISION.

- (a) During progress of the work, the Contractor shall keep on the premises (including both the site and the plant) a superintendent satisfactory to the City. Before commencing the work contained herein, the Contractor shall give written notice to the City of the name and Statement of Qualifications of such superintendent. The superintendent shall not be changed except with written consent of the City, unless a superintendent proves to be unsatisfactory to fulfilling the terms of the Contract and/or ceases to be in it's the Contractor's employ, in which case, the Contractor shall notify the City in writing. The superintendent shall represent the Contractor and all directions given to the superintendent shall be binding as if given to the Contractor.
- (b) The Contractor must represent itself to the City with skill, knowledge, and experience. The Contractor shall carefully study and compare the contract documents prior to commencing work and shall at once report to the City any errors, inconsistencies, or omissions discovered. The Contractor shall not be liable to the City for damage resulting from errors, inconsistencies, or omissions in the contract documents unless it is deemed the Contractor recognized such error, inconsistency, or omission and knowingly failed to report it to the City or unless it is determined that a similarly skilled, knowledgeable, and experienced contractor would have discovered such error, inconsistency, or omission. The Contractor shall perform no portion of the work at any

time without contract documents or, where required, approved shop drawings, product data, or samples for such portion of the work.

- (c) The Contractor shall verify all indicated dimensions before ordering materials or equipment, or before performing work. The Contractor shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the Contractor with the contract documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the City at once. Upon commencement of any item of work, the Contractor shall be responsible for dimensions related to such item of work and shall make any corrections necessary to make work properly fit at no additional cost to the City.
- (d) Omissions from the drawings or specifications, or the incorrect description of details of work that are manifestly necessary to carry out the intent of the drawing and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or incorrect described work, but they shall be performed as if fully, correctly set forth and described in the drawings and specifications.

ARTICLE 5. SUBCONTRACTORS

- (a) The Contractor agrees to bind every subcontractor to the terms of the Contract as far as such terms are applicable to subcontractor's work. If the Contractor shall subcontract any part of this Contract, the Contractor shall be fully responsible to the City for acts and omissions of any subcontractor and of persons either directly or indirectly employed by any subcontractor. No one shall be directly or indirectly employed by any subcontractor. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the City, nor shall this Contract be construed to be for the benefit of any subcontractor.
- (b) The City's consent to any subcontractor under this Contract shall not in any way relieve the Contractor of any obligations under this Contract and no such consent shall be deemed to waive any provision of this Contract.
- (c) Pursuant to Section 4104 of the Public Contract Code, the Contractor must submit with its bid a Designation of Subcontractors. If the Contractor specifies more than one subcontractor for the same portion of work or fails to specify a subcontractor, and such portion of the work exceeds one-half of one percent of the total bid, the Contractor agrees that it is fully qualified to perform and shall perform such work itself, unless the Contractor provides for substitution or addition of subcontractors. Substitution or addition of subcontractors shall be permitted only as authorized by Section 4100, et seq., of the Public Contract Code.

ARTICLE 6. NOTICE OF TAXABLE POSSESSORY INTEREST.

The terms of this Contract may result in the creation of possessory interest. If such a possessory interest is vested in a private party to this Contract, the private party may be subjected to the payment of property taxes levied on such interest, and the City shall not be obligated to pay said taxes.

ARTICLE 7. ASSIGNMENT OF ANTITRUST ACTIONS.

Section 4551 of the Government Code provides:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body {the City} all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 {commencing with Section 16700} of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works Contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor, for itself and all subcontractors, agrees to assign the City all rights, title, and interest in and to all such causes of action the Contractor and all subcontractors may have. This assignment shall become effective at the time the City tenders final payment to the Contractor, and the Contractor shall require assignments from all subcontractors to comply herewith.

ARTICLE 8. OTHER CONTRACTS

- (a) The City reserves the right to let other contracts in connection with this work. Contract shall afford other contracts reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate its work with theirs.
- (b) If any part of the Contractor's work depends on proper execution or results upon work of any other contract, the Contractor shall inspect and promptly report to the City, in writing, any defects in such work that render it unsuitable for such proper execution and results. The Contractor will be held accountable for damages to the City for that work which it failed to inspect or should have inspected. The Contractor's failure to inspect and report shall constitute its acceptance of the other contracts' work as fit and proper for reception of its work, except as to defects which may develop in the other contractors' work after execution of the Contractor's work.
- (c) To insure proper execution of its subsequent work, the Contractor shall measure and inspect work already in place and shall at once report to the City in writing any discrepancy between the executed work and the contract documents.
- (d) The Contractor shall ascertain to its own satisfaction the scope of the work and nature of any other contracts that have been or may be awarded by the City in prosecution of the work to the end that the Contractor may perform this Contract in the light of such other contract, if any.
- (e) Nothing contained herein shall be interpreted as granting to the Contractor exclusive occupancy of the site of the project. The Contractor shall not cause any unnecessary hindrance or delay to any other contractors working on the project. If simultaneous execution of any contract for the project is likely to cause interference with performance of some other Contract or contracts, the City shall decide which contract shall cease work temporarily and which contractor shall

continue, depending on whether work can be coordinated so that contractors may proceed simultaneously.

- (f) The City shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the project, or caused by any decision or omission of the City in respect to the order of precedence in performance of contracts.

ARTICLE 9. OCCUPANCY

The City reserves the right to occupy the project site or buildings at any time before completion of the work, and such occupancy shall not constitute final acceptance of any part of the work covered by this Contract, nor shall such occupancy extend the date specified for completion of the work.

ARTICLE 10. CITY'S RIGHT TO TERMINATE CONTRACT.

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified or any extension thereof, or fails to complete the work within such time, or if the Contractor should file a petition for relief as a debtor, or should relief be ordered against the Contractor as a debtor, under Title 11 of the United States Code, or if the Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough workers trained and skilled in the work they are performing or the materials indicated or specified to complete the work in the time specified, or if the Contractor should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws or ordinances or instructions of the City, or if the Contractor or its subcontractors should otherwise be guilty of a substantial violation of any provision of this Contract, then the City may, without prejudice to any other right remedy, serve written notice upon the Contractor and its surety of the City's intention to terminate this Contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such conditions shall cease or such violation shall cease and arrangements satisfactory to the City for the correction thereof be made, this Contract shall, upon the expiration of said 10 days, cease and terminate.
- (b) In the event of any such termination, the City shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform this Contract; provided, however, that if the surety, within seven (7) days after service upon it of said notice of termination, does not give the City written notice of its intention to take over and perform this Contract and does not commence performance thereof within fifteen (15) days from date of serving such notice of termination by the City on the surety, the City may then take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor, and the Contractor and its surety shall be liable to the City for any excess cost or other damages incurred by the City. Time is of the essence in this Contract. If the City takes over the work as herein above provided, the City may, without liability for so doing, take possession of and utilize in completing the work such

materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and deemed necessary thereof.

- (c) If the expense of finishing the work, including compensation for additional architectural, managerial, and administrative services expenses, shall exceed the unpaid balance of the Contract, the Contractor shall pay the differences to the City. Expense incurred by the City as herein provided, and damage incurred through the Contractor's default, shall be certified to the City.
- (d) The foregoing provision is in addition to and not in limitation of any other rights or remedies available to the City.
- (e) If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or if the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or if the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all work executed and all expenses sustained. In addition to, and in lieu of, a request for payment, or if the Owner has failed to act on a request for payment, or if the Owner has failed to make any payment as aforesaid, the Contractor may, upon a ten (10) day Written Notice to the owner and the Engineer, stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, change orders shall be issued to adjust the contract price and/or extend the contract time or both to compensate for the costs and delays attributable to the stoppage of the work.
- (f) If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made through issuance of a Change Order to compensate the Contractor of the costs and delays not necessarily caused by the failure of the Owner or Engineer.

ARTICLE 11. CONTRACT SECURITY - BONDS.

The Contractor shall furnish to the City a surety bond in an amount equal to 100 percent of the Contract price as security for faithful performance of this Contract and shall furnish a separate bond in an amount equal to 100 percent of the Contract price as security for payment of persons performing labor and furnishing materials in connection with this Contract. Aforesaid bonds shall be in the form set forth in these Contract Documents.

ARTICLE 12. SUBSTITUTION OF SECURITIES.

- (a) Pursuant to the requirements of the Public Contract Code Section 22300, upon the Contractor's request, the City will make payment to the Contractor of any funds withheld from payments under this Contract if the Contractor deposits with the City or into escrow with a California or federally chartered bank acceptable to the City, securities eligible for the investment of State

Funds under Government Code Section 16430 or into a bank or savings and loan establishment certificates of deposit, upon the following conditions:

- (1) The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.
 - (2) All expenses relating to the substitution of securities under said Section 22300 and under this clause, including, but not limited to the City's overhead and administrative expenses, and expenses of escrow agent, shall be the responsibility of the Contractor.
 - (3) Securities or certificates of deposit substituted for monies withheld shall be of a value equivalent to at least the amounts of retention to be paid to the Contractor pursuant to this paragraph.
 - (4) If the Contractor shall choose to enter into an escrow agreement, such agreement shall be in the form prescribed by Public Contract Code Section 22300.
- (b) To minimize the expense cause by such substitution of securities, the Contractor shall, prior to or at the time Contract requests to substitute security, deposit sufficient security to cover the entire amount to be then withheld and to be withheld under the General Conditions of this Contract. Should the value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the City determines to withhold, the Contractor shall immediately, and at the Contractor's expense, deposit additional security qualifying under Section 22300 until the total security deposited is equivalent to no less than the amount subject to withholding under this Contract.
- (c) If any provisions of this Article shall be found to be illegal or unenforceable, the remaining provisions of this Article shall remain in force and effect, and the illegal or unenforceable provision shall be deemed stricken.

ARTICLE 13. NOT USED

ARTICLE 14. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.

- (a) The Contractor shall take out and maintain during the life of this Contract such public liability, automobile, and property damage insurance to protect the Contractor and the City from all claims for personal injury, including accidental death, to any person (including, as to the City, injury or death to Contractor's or subcontractor's employees), as well as from all claims for property damage arising from operations under this contract, in the amount set forth in the Supplemental General Conditions.
- (b) The Contractor shall require its subcontractors, if any, to take out and maintain similar public liability and property damage insurance in like amounts or shall have the subcontractors named as "additional insured" on the Contractor's policy.

- (c) The Contractor shall submit proof of insurance and shall provide endorsements on the forms provided by the City. Such endorsements shall be submitted concurrently with the Contract Documents. The Contractor will not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to limit, form and amount. The Contract will not permit any subcontractor to commence work on this project until each subcontractor complies with the same insurance requirements.

The types of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be Workers' Compensation Insurance, Commercial General Liability Insurance, and Commercial Automobile Liability Insurance, as detailed in the following portions of these Specifications.

Any insurance bearing on adequacy of performance will be maintained after completion of the project for the full guarantee period.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

As evidence of specified insurance coverage, the Owner may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without forty-five (45) days' notice in writing to the Owner.

Before the agreement between the Owner and the Contractor is entered into, the Contractor will submit written evidence that he and all subcontractors have obtained, for the period of the Contract, full Workers' Compensation Insurance coverage for all persons whom they employ in carrying out the work under this Contract. This insurance will be in strict accordance with the requirements of the most current and applicable State Workers' Compensation Insurance laws.

Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained, for the period of the Contract, full comprehensive General Liability Insurance, including completed operating insurance and Vehicle Liability Insurance coverage. This coverage will provide for both bodily injury and broad form property damage.

The bodily injury portion will include coverage for injury, sickness or diseases and death, arising directly or indirectly out of, or in connection with, the performance of work under this contract, and will provide for a limit of not less than one million dollars (\$1,000,000.00) for all damages arising out of bodily injury, sickness, or disease to or death per each occurrence.

The property damage portion will provide for a limit of not less than one million dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property of others arising directly indirectly out of, or in connection with, the performance of work under this Contract an in any one occurrence including an explosion, a collapse, or underground exposure.

A combined single limit policy with aggregate limits in the amount of two million dollars (\$2,000,000.00) will be considered equivalent to the required minimum limits.

Such insurance may have a deductible clause stating, "NOT TO EXCEED ONE THOUSAND DOLLARS (\$1,000.00)."

The Contractor shall assume liability for, and agree to, hold the Owner, the Engineer, his consultants, the County of Riverside and each of their officers and employees and agents, harmless and indemnify them from every expense, liability, or payment, including attorneys' fees, engineers' fees, and court costs, by any reason of any damage or injury (including death) of persons or property arising or alleged to arise through any act or omission of the Contractor, his agents, subcontractor(s), servants or employees, or any combination of them, or from the conditions or the work of the Contractor, or any part thereof, while directly or indirectly arising in any way from the work done or in the guarding of it in connection with any matters included herein, but not including the sole negligence of the Owner, the Engineer and his consultants, and each of their officers, employees and agents.

ARTICLE 15. WORKERS' COMPENSATION INSURANCE.

- (a) In accordance with the provisions of Section 3700 of the California Labor Code, the Contractor and every subcontractor shall be required to secure the payment of compensation to its employees.
- (b) The Contractor shall provide, during the life of this Contract, Workers' Compensation Insurance for all of its employees engaged in work under this Contract, on or at the site of the project, and in case any of its work is sublet, the Contract shall require the subcontractor, similarly, to provide workers' compensation insurance for all the latter employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the site of the project, is not protected under the Workers' Compensation statute, the Contractor shall provide, or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected before the subcontractor commences work. The Contractor shall file with the City certificates of its insurance protecting workers, and a 45-day notice shall be provided to the City before the cancellation or reduction of any policy of the Contractor or subcontractor.
- (c) The Contractor shall submit proof of insurance and shall provide endorsements on the forms provided by the City. Such endorsements shall be submitted concurrently with the Contract Documents.

ARTICLE 16. PROOF OF CARRIAGE OF INSURANCE.

- (a) The Contractor shall not commence work, nor shall it allow any subcontractor to commence work, under this contract until all required insurance documents and certificates have been obtained and delivered in duplicate to, and approved by, the City.
- (b) Pursuant to Insurance Code Section 674, certificates and insurance policies shall include the following:
 - (1) A clause stating:

“This policy shall not be canceled or reduced in required limits of liability or in amounts of insurance until notice has been mailed to the City stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than forty-five (45) days after date of mailing notice.”

- (2) Language stating, in particular, the names of those insured, extent of insurance, location and operation to which insurance applies, expiration date, names of which cancellation and reduction notice will be sent, and the length of the notice period.
 - (3) Statement that the City and the County of Riverside are named additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the City.
- (c) The Contractor shall submit proof of insurance and provide endorsements on the forms provide by the City. Such endorsements shall be submitted concurrently with the Contract Documents.

ARTICLE 17. DRAWINGS AND SPECIFICATIONS.

- (a) Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. The plans and specifications are made as a part of the Contract.
- (b) Materials or work described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
- (c) It is not the intention of the Contract to go into detailed description of any material and/or methods commonly known to the trade under the “trade name” or “trade term.” The mere mention or notation of such “trade name” or “trade term” shall be considered a sufficient notice to the Contractor that it will be required to complete the work so named with all its appurtenances according to the best practices of the trade.
- (d) The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidentals and accessory items thereto and/or labor therefore, as per best practices of the trade(s) involved, unless specifically noted otherwise.
- (e) Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large scale details shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installation procedures. Drawings and specifications are intended to be fully cooperative and to agree. However, if the Contractor observes that drawings and specifications are in conflict, the Contractor shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in the Article entitled “Changes and Extra Work.” The specifications calling for the higher quality material or workmanship shall prevail.
- (f) Specifications and accompanying drawings are intended to delineate and describe the project and its component parts to such a degree as to enable skilled and competent contractors to intelligently bid upon the work, and to carry said work to a successful conclusion.
- (g) Drawings and specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the contract documents, said laws, ordinances, rules, and regulations shall be considered as a part of said Contract within the limits specified. The Contractor shall bear all expenses of correcting work done contrary to said laws, ordinances, rules, and regulations if the Contractor knew or should have known that the work as performed is contrary to said laws, ordinances, rules, and

regulations if the Contractor performed the same (1) without first consulting the City for further instructions regarding said work, or (2) disregarded the City's instructions regarding said work.

- (h) Questions regarding interpretation of drawings and specifications shall be clarified by the City Engineer. Should the Contractor commence work or any part thereof without seeking clarification, the Contractor waives any claim for extra work or damages as a result of any ambiguity, conflict, or lack of information.
- (i) The Contractor will be furnished, free of charge, three sets of permitted documents, three sets of specifications, and three sets of drawings. He is to provide, at his own expense, all additional copies which he requires for his operation. He shall maintain an accurate record of all copies made and shall return or otherwise account for all copies at the end of the project.
- (j) No part of this document may be photocopied or otherwise replicated in any manner without the prior express written authorization of the City of Barstow. Any use of this document without having first paid the appropriate fee to the City of Barstow shall cause a defect in any bid submitted thereunder, for which case the bid shall be rejected in its entirety, and constitute a waiver of the bidder's right to participate in the bidding process.

ARTICLE 18. OWNERSHIP OF DRAWINGS.

All plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials and other contract documents and copies thereof furnished by the City are its property. They are not to be used in other work and, with the exception of signed sets of the Contract, are to be returned to the City upon request at the completion of work.

ARTICLE 19. DETAIL DRAWINGS AND INSTRUCTIONS.

- (a) In case of ambiguity, conflict, or lack of information, the City shall furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for proper execution of work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.
- (b) Work shall be executed in conformity therewith and the Contractor shall not perform any work without proper drawings and instructions.
- (c) The City will furnish necessary details to more fully explain the work, and these details shall be considered as part of the contract documents.
- (d) Should any details require work and costs beyond those that reasonably should have been included in the Contract, the Contractor shall give written notice thereof to the City within ten (10) days of the receipt of same. In case no notice is given to the City within ten (10) days, it will be assumed that the details are reasonable development of the scale drawings. In case notice is given, then the claim will be considered and, if found justified, the City will either modify the drawings or shall recommend a change order for the extra work involved.
- (e) All parts of the described and shown construction shall be of the quality of their respective kinds shown in the plans or as specified, and the Contractor is hereby advised to use all diligence to become fully involved as to the required construction and finish, and in no case to proceed with

the different parts of the work without first obtaining from the City some directions and/or drawings as may be necessary for the proper performance of the work.

- (f) If it is found at any time, before or after completion of the work, that the Contractor has varied from the drawings and/or specifications, in materials, quality, form, or finish, or in the amount or value of the materials and labor used, the City shall make a recommendation: (1) that all such improper work should be removed, remade, and replaced, and all work disturbed by these changes be made good at the Contractor's expense; or (2) that the City deduct from any amount due the Contractor, the sum of money equivalent to the difference in value between the work performed and that called for by the drawings and specifications. The City, at its option, may pursue either course.

ARTICLE 20. SUBMITTALS.

- (a) The Contractor shall check and verify all field measurements and shall submit, with such promptness as to cause no delay in its own work or in that of any other contractor, seven (7) copies checked and approved by the Contractor of all shop or setting drawings, schedules, and materials list required for the work of various trades. The City Engineer shall review such schedules and drawings only for conformance with design concept of project and compliance with information given in contract documents, and return marked "no exceptions noted" or "rejected" with guidance as to required corrections within ten (10) working days. The Contractor shall make any correction required by the City Engineer, file four (4) corrected copies with the City Engineer, and furnish such other copies as may be needed for construction. The City Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications unless the Contractor has, in writing, called the City Engineer's attention to such deviations at time of submission and secured the City Engineer's written approval, nor shall it relieve the Contractor from responsibility for errors in shop drawings or schedules.
- (b) All submittals of shop drawings, catalog cuts, data sheets, and material lists shall be complete and shall conform to contract drawings and specifications.

ARTICLE 21. LAYOUT AND FIELD ENGINEERING.

All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the City. Such work shall be done by a qualified civil engineer or land surveyor approved by the City. Any required "record" drawings of site development shall be prepared by the registered civil engineer or land surveyor.

ARTICLE 22. TESTS AND INSPECTIONS.

- (a) If the City's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, The Contractor shall give notice in accordance with such authority of its readiness for observation or inspection at least two (2) working days prior to being tested or covered up. If the inspection is by an authority other than the City, the Contractor shall inform the City of the date fixed for such inspection. Required certificates of inspection shall be

secured by the Contractor. Observations by the City shall be promptly made and, where practicable, at the source of supply. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination and satisfactorily reconstructed at the Contractor's expense in compliance with this Contract. Costs of tests of any materials found not to be in compliance with this contract shall be paid for by the Contractor. Other costs for tests and inspection of materials shall be paid by the City.

- (b) Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency, or the City's representative, and not by the Contractor.
- (c) The Contractor shall notify the City, a sufficient time in advance, of manufacture of materials to be supplied by him under contract, which must by terms of contract be tested, so that the City may arrange for testing of same at source of supply. Any materials shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said representative that such testing and inspection will not be incorporated in work without prior approval of the City and subsequent testing and inspection.
- (d) Re-examination of questioned work may be ordered by the City, and if so ordered, work must be uncovered by the Contractor. If such work is found in accordance with these contract documents, the City shall pay the cost of re-examination and replacement. If such work is found not in accordance with these contract documents, the Contractor shall pay such costs.
- (e) The City will pay costs of all tests and inspections and shall be reimbursed by the Contractor for such costs under the following conditions:
 - (1) When such costs are stipulated in the provisions of the Contract documents to be borne by the Contractor.
 - (2) When a material is tested or inspected and fails to meet the requirements of the specifications and/or drawings;
 - (3) When the source of the material is changed after the original test or inspection has been made and approved.
- (f) If, in the opinion of the City Engineer, subsequent delivery of a tested material seems inferior to or differs from the original, said material shall be re-tested upon written order from the City Engineer, and should the material fail to meet the requirements of the specifications and/or drawings, the Contractor shall pay all costs of such tests, but where the material does pass the requirements, the City will pay the cost.
- (g) All tests and inspections specified for each material shall be made in accordance with the detailed specifications for tests or inspections of the material as specified.

ARTICLE 23. TRENCHES

Pursuant to Labor Code Section 6705, if the Contract price exceeds \$25,000 and involves the excavation of any trench or trenches five feet or more in depth, the Contractor shall, in advance of excavation, submit to the City a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or

trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered Civil or Structural Engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the City or by the person to whom authority to accept has been delegated by the City.

Pursuant to Labor Code Section 6705, nothing in this article shall impose tort liability upon the City or any of its employees.

ARTICLE 24. DOCUMENTS ON WORK.

The Contractor shall keep on the job site at all times one legible copy of all contract documents, including addenda and change order(s), all approved drawings, plans, schedules, and specifications; the current edition of the Uniform Building Code, and all other codes and documents referred to in the specifications and made a part thereof. Said documents shall be kept in good order and made available to all authorities having jurisdiction over the work.

ARTICLE 25. STATE AUDIT.

Pursuant to and in accordance with the provisions of Government Code Section 10532, or any amendments thereto, all books, records and files of the City, the Contractor, or any subcontractor connected with the performance of this Contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Officer of the Auditor General of the State of California for a period of three (3) years after final payment is made under this Contract. The Contractor shall preserve and cause to be preserved such books, records, and files for the audit period.

ARTICLE 26. SUBSTITUTIONS FOR SPECIFIED ITEMS

- (a) Whenever in the specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating a description of material, process, or article desired and shall be deemed to be followed by the words “or approved equal,” and the Contractor may, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. If the material, process, or article offered by the Contractor is not, in the opinion of the City, substantially equal or better in every respect to that specified, then the Contractor shall furnish the material, process, or article specified. No substitutes shall be made until approved, in writing, by the City. Burden of proof as to equality of any material, process, or article shall rest with the Contractor. The Contractor shall submit his request together with substantiating data for substitution of an “or equal” item within thirty (30) days after award of Contract.
- (b) In event the Contractor furnishes any material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by the Contractor. Any engineering fee, design fee, or approval agency’s fee required to make

adjustments in material or work of all trades directly or indirectly affected by the approved substituted items shall be borne entirely by the Contractor. Any difference in cost between an approved substitution that is lower in cost than the originally specified material shall be refunded by the Contractor to the City.

ARTICLE 27. SAMPLES

- (a) The Contractor shall furnish for approval, within thirty (30) days following the award of Contract, all samples as required in the specifications, together with any catalogs and supporting data required by the City Engineer. This provision shall not authorize any extension of time for performance of this Contract. The City Engineer shall review such samples as to conformance with design concept of work and for compliance with information given in the contract documents and approve or disapprove same within ten (10) working days from the receipt of same.

ARTICLE 28. PROGRESS SCHEDULE

- (a) Within ten (10) days after the notice to proceed, the Contractor shall prepare a progress schedule and submit same for the City's review. The schedule shall indicate the beginning and completion dates of all phases of construction. The City may disapprove of such schedule and require modifications thereto if, in the opinion of the City, adherence to the progress schedule will not cause the work to be completed in accordance with the "Time for Completion" set forth in the Agreement.
- (b) Within ten (10) days after the Contractor has been notified to start work, he shall submit to the City a practicable schedule of operations in a bar graph form acceptable to the City. The schedule of operations shall show the order in which the Contractor proposes to carry out the work, the dates on which he will start each major subdivision of the work, and the contemplated dates of completion of such subdivisions.
- (c) If required by the City, the Contractor shall submit supplementary progress schedules on the chart form to indicate the approximate percentage of work scheduled for completion at any time.
- (d) The progress schedule and supplementary progress schedule shall be consistent in all respects with the time requirements of the contract, and shall be subject to review and modification by the City.

ARTICLE 29. MATERIALS AND WORK.

- (a) Except as otherwise specifically stated in this Contract, the Contractor shall provide and pay for the superintendent and all materials, labor, tools, equipment, transportation, and facilities of every nature whatsoever necessary to execute and complete this Contract within the specified time.
- (b) Unless otherwise specified, all materials shall be new and shall be of the respective kinds and grades as noted or specified.

- (c) Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of work, and shall be stored properly and protected as required.
- (d) The Contractor shall, after award of Contract by the City, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the work. The Contractor shall, upon demand from the City, furnish to the City documentary evidence showing that orders have been placed.
- (e) The City reserves the right, for any neglect in not complying with the above instruction, to place orders for such materials and/or equipment as it may deem advisable in order that the work may be completed at the date specified in the Agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by the Contractor.
- (f) No material, supplies, or equipment for work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenance constructed or placed thereon by it, to the City free from any claims, liens, or charges. The Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract shall have any right to place a lien upon the premise or any improvement or appurtenance thereof, except that the Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, the Contractor shall advise the City as to its owner.
- (g) Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds that the City otherwise would own to the Contractor, and this provision shall be inserted in all subcontracts and material contracts and notice of its provision shall be given to all persons furnishing material for work when no formal contract is entered into for such material.
- (h) The title to new materials and/or equipment for the work of this Contract, and attendant liability for its protection and safety, shall remain with the Contractor until incorporated in the work of this Contract and accepted by the City; no part of said materials for immediate installation in the work of this Contract shall be removed from its place of storage, and the Contractor shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the City or its authorized representative.

ARTICLE 30. INTEGRATION OF WORK.

- (a) The Contractor shall do all cutting, fitting, patching, and preparation of work as required to make its several parts come together properly, and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure, and shall make good after them as the City may direct.
- (b) All cost caused by defective or ill-timed work shall be borne by the Contractor.

- (c) The Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with the review and consent of the City.
- (d) The Contractor shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

When modifying existing work or installing new work adjacent to existing, the Contractor shall match, as closely as conditions of site and materials will allow, the finishes textures, and colors of the original work, refinishing existing work as required, at no additional cost to the City.

ARTICLE 31. OBTAINING OF PERMITS, LICENSES, AND EASEMENTS.

- (a) Permits, licenses, and certificates necessary for prosecution of work shall be secured and paid to the City, unless otherwise specified. The Contractor shall, and shall require subcontractors to, maintain contractor's licenses in effect as required by law.
- (b) Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified.

ARTICLE 32. SURVEYS

Surveys to determine location of property lines, right-of-ways, construction staking, grading, and site work, shall be provided by the City.

ARTICLE 33. EXISTING UTILITY LINES; REMOVAL, RESTORATION.

- (a) Pursuant to Government Code Section 4215, the City assumes the responsibility for removal, relocation, and protection of utilities located on the construction site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the plans and specifications. The Contractor shall not be assessed for liquidated damages for delay in completion of the project caused by failure of the City to provide for removal or relocation of such utility facilities. The City shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specification with reasonable accuracy, and for equipment necessarily idle during such work.
- (b) This Article shall not be construed to preclude assessment against the Contractor for any other delays in completion of the work. Nothing in this Article shall be deemed to required the City to indicate the presence of existing service lateral or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meters, junction boxes, manholes, or similar appurtenances on or adjacent to the site of the construction.
- (c) If the Contractor, while performing work under this Contract, discovers utility facilities not identified by the City in the Contract plans or specifications, the Contractor shall immediately notify the City and the utility in writing.

- (d) It shall be the Contractor's sole responsibility to timely notify all public and private utilities serving the site prior to commencing work. The Contractor shall notify and receive clearance from any cooperative agency, such as Underground Service Alert, in accordance with Government Code Section 4216.

ARTICLE 34. WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

- (a) The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations, bearing on conduct of work as indicated and specified, including but not limited to the appropriate statutes. If the Contractor observes that drawings and specifications are at variance therewith, or should the Contractor become aware of the development of conditions not covered by contract documents which will result in finished work being at variance therewith, the Contractor shall promptly notify the City in writing and any changes deemed necessary by the City shall be adjusted as provided in the Contract for changes in work.
- (b) If the Contractor performs any work which it knew, or through exercise of reasonable care should have known, to be contrary to such laws, ordinances, rules or regulations, and without such notice to the City, the Contractor shall bear all costs arising therefrom. Where specifications or drawings state that materials, processes, or procedures must be approved by other bodies or agencies, the Contractor shall be responsible for satisfying requirements of such bodies or agencies.

ARTICLE 35. ACCESS TO WORK.

The City and its representatives shall at all times have access to the work site whenever the preparation is in progress. The Contractor shall provide safe and proper facilities for such access so that the City's representative may perform their functions.

ARTICLE 36. UTILITIES.

All utilities, including, but not limited to, electricity, water, gas, and telephone used at the work site shall be furnished and paid for by the Contractor. The Contractor shall furnish and install necessary temporary distribution systems, if necessary, from approved distribution points to points on site where utility is necessary to carry on the work. Upon completion of work, the Contractor shall remove all temporary distribution systems.

ARTICLE 37. CLEANING UP.

The Contractor at all times shall keep the premises free from debris such as waste, rubbish, and excess materials and equipment caused by this work. The Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the City upon request. Upon completion of work, the Contractor shall clean interior and exterior of building, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration; the Contractor shall clean and polish all

glass, plumbing fixtures, remove temporary fencing, barricades, planking, sanitary facilities and similar temporary facilities from the site. If the Contractor fails to clean up, the City may do so and the cost thereof shall be charged to the Contractor.

ARTICLE 38. PATENTS, ROYALTIES, AND INDEMNITIES.

The Contractor shall hold and save the City and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, article, or appliance manufactured or used in the performance of this Contract, including its use by the City, unless otherwise specifically provided in the contract documents, and unless such liability arises from the sole active negligence or willful misconduct of the City.

ARTICLE 39. GUARANTEE.

- (a) In addition to guarantees required elsewhere, the Contractor shall, and hereby does, guarantee all work furnished on the job against all defects for a period one (1) year after date of acceptance of work by the City and shall repair or replace any and all such work, together with any other work, which may be displaced in so doing that may prove defective in workmanship and/or materials within one (1) year period from date of acceptance without expense whatsoever to the City, ordinary wear and tear, unusual abuse or neglect excepted. The City will give notice of observed defects to the Contractor and Surety with reasonable promptness. The Contractor shall notify the City upon completion of such repair or replacement.
- (b) In the event of failure of the Contractor or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, the City is hereby authorized to proceed to have defects repaired and made good at expense of the Contractor and Surety who hereby agree to pay costs and charges therefore immediately on demand.
- (c) If, in the opinion of the City, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operations of the City, the City will attempt to give the notice required by this Article. If the Contractor or Surety cannot be contracted or neither complies with the City's request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the Contractor and Surety of the guarantees provided in this Article or elsewhere in this Contract.
- (d) This Article does not in any way limit the guarantees in any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. The Contractor shall furnish to the City all appropriate guarantee or warranty certificates upon completion of the project or upon request by the City.
- (e) All guarantees required under this Article shall be in writing on the Guarantee Form included in the Contract Documents.
- (f) Nothing herein shall limit any other rights or remedies available to the City.

ARTICLE 40. DUTY TO PROVIDE FIT WORKERS.

- (a) The Contractor and subcontractors shall at all times enforce strict discipline and good order amongst their employees and shall not employ on work any person not skilled in the work assigned to such person. It shall be the responsibility of the Contractor to insure compliance with this Article.
- (b) Any person in the employ of the Contractor or subcontractors whom the City may deem unfit shall be excluded from the work site and shall not again be employed on it except with written consent of the City. As used in this subsection, "unit" means any person who the City concludes is either not, or improperly, skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards which jeopardize other persons and/or property.
- (c) The Contractor shall take all reasonable steps necessary to ensure that all employees of the Contractor and all of its subcontractors' employees do not use, consume, or work under the influence of any alcohol or illegal drugs while on the project. The Contractor shall further prevent employees of the Contractor or any of its subcontractors from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the project. Likewise, the Contractor shall preclude all of its employees and subcontractor's employees from bringing any animal onto the project site.

ARTICLE 41. WAGE RATES, TRAVEL, AND SUBSISTENCE.

- (a) Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the City has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract from the Director of the Department of Industrial Relations (hereinafter, in this Article, "Director"). These rates are on file with the City of Barstow, Engineering Division, and copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at the job site.
- (b) Holidays and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be as defined in the Collective Bargaining Agreement applicable to each particular craft, classification or type of worker employed under the Contract.
- (c) The Contractor shall pay, and shall cause to be paid, to each worker engaged in work on the project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.
- (d) The Contractor shall pay, and shall cause to be paid, to each worker needed to execute the work on the project, travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations, in accordance with Labor Code Section 1773.8.

- (e) If during the period this bid is required to remain open, the Director determines that there has been a change in any prevailing rate of per diem wages in the locality in which the work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Contractors or in the Contract subsequently awarded.
- (f) Pursuant to Labor Code Section 1775, the Contractor shall as a penalty to the City, forfeit twenty-five dollars (\$25) for each calendar day, or a portion thereof, for each work paid less than the prevailing rates, determined by the Director, for such work or craft in which such worker is employed for any public work done under the Contract by the Contractor or by any subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.
- (g) Any worker employed to perform work on the project, when work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification that most nearly corresponds to work to be performed by him, and such minimum wage rate shall be retroactive to the time of initial employment of such classification.
- (h) Pursuant to Labor Code Section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1777.3.8.
- (i) The Contractor shall post at appropriate conspicuous points on the site of the project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 42. HOURS OF WORK.

- (a) As provided in article 3, (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be limited and restricted by the Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of the Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work to be compensated for all hours worked in excess of eight (8) hours per day, at not less than one and one-half times the basic rate of pay.
- (b) Pursuant to Labor Code Section 1813, the Contractor shall pay to the City a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar week in violation of the provisions of article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code).
- (c) Any work necessary to be performed after regular working hours, or on Sundays or other holidays, shall be performed without additional expense to the City unless otherwise agreed to in

writing before the work in question is commenced, pursuant to Article 52, Changes and Extra Work.

ARTICLE 43. PAYROLL RECORDS.

- (a) Pursuant to the provision of Section 1776 of the Labor Code, the Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an 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, for each journeyman, apprentice, worker, or other employee utilized by the Contractor in connection with the work. All payrolls shall appear on Department of Labor Form WH-347.
- (b) The payroll records enumerated under subdivision (a) shall be certified, shall be submitted on a weekly basis by the Contractor and the sub-contractor, and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - (1) A certified copy of any employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) **A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement, and the Division of Industrial Relations.**
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof made, provided, however, that a request by the public shall be directed towards either the body awarding the Contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.
 - (4) The form of certification shall be as follows:

I, _____ (Print Name), the undersigned, am _____
_____ (Position in Business) with the authority to act for and on
behalf of _____ (Name of Business and/or Contractor). I
certify under penalty of perjury that the records or copies submitted herein and consisting
of (description, number of pages) are the originals or true, full and correct copies of the
originals which depict the payroll record(s) of the actual disbursements by way of cash,
check, or whatever from to the individual or individuals named.

Date: _____ Signature: _____

- (c) **Each contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.**

- (d) Any copy of records made available for inspection copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.
- (e) The Contractor shall inform the City of the location of records enumerated under subdivision (a), including the street address, city and county, and shall provide a notice of a change of location and address within five (5) working days.
- (f) In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice, specifying how the Contractor will meet the requirements of this section. Should noncompliance still be evident after the 10-day period, the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25.00) for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- (g) It shall be the responsibility of the Contractor to ensure compliance with the provisions of this Article and the provisions of Labor Code Section 1776.**

ARTICLE 44. APPRENTICES.

- (a) The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than, or a number of working days greater than, those specified in Labor Code Section 1777.5, this Contract is thereby governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this article and with Labor Code Section 1777.5 for all apprenticeship occupations.
- (b) Apprentices of any crafts or trades may be employed and, when required by Labor Code Section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.
- (c) Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered.
- (d) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed. The employment and training of each apprenticeship shall be in accordance with the provisions of the apprenticeship standards and apprentice agreement under which he is training.
- (e) Pursuant to Labor Code Section 1777.5, if that section applies to this Contract as indicated above, the Contractor and any subcontractors employing workers in any apprenticeship craft or trade in performing any work under this Contract shall apply to the applicable joint

apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

- (f) Pursuant to Labor Code Section 1777.5, if that section applies to this Contract as indicated above, the Contractor and any subcontractor may be required to make contributions to the apprenticeship program.
- (g) If the Contractor or any subcontractor willfully fails to comply with Labor Code Section 1777.5, then, upon a determination of noncompliance by the Administrator or Apprenticeship, it shall:
 - (1) Be denied the right to bid on any subsequent project for one year from the date of such determination;
 - (2) Forfeit as a penalty to the City fifty dollars (\$50.00) per day for each calendar day of noncompliance, which shall be withheld from any payment due or to become due under the terms of this Contract. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council.
- (h) The Contractor and all subcontractors shall comply with Labor Code Section 1777.6, which forbids certain discriminatory practices in the employment of apprentices.
- (i) The Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and Title 8, California Administrative Code, Section 200 *et seq.* Questions may be directed to the **State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102.**

ARTICLE 45. LABOR - FIRST AID.

The Contractor shall maintain emergency first aid treatment for its workers on the project and comply with current Occupational Safety and Health Administration (OSHA) regulations.

ARTICLE 46. PROTECTION OF PERSONS AND PROPERTY.

- (a) The Contractor shall be responsible for all damage to persons or property that occurs as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until the effective date of City Council's approval of the Notice of Completion. All work shall be solely at the Contractor's risk, with the exception of damage to the work cause by "Acts of God" as defined in Government Code Section 4151 (b). Contractor liability for any injury or damage proximately cause by any "Act of God" shall be limited to five percent (5%) of the Contract price pursuant to Government Code Section 4150.
- (b) Contractor shall take, and require subcontractor to take, all necessary precautions for safety of workers on the work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accident or injury to

persons on, about, or adjacent to the premises where work is being performed and to provide a safe and healthy place of employment. In addition to meeting all requirements of OSHA and Cal-OSHA, and state and local codes, the Contractor shall furnish, erect and properly maintain at all times, as directed by the City or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. The Contractor shall designate a responsible member of its organization on the work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety requirements, and to protect the life, safety and health of workers. The name and position of the designated person shall be reported to the City by the Contractor. The Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or Notice of Violation by the Occupational Safety and Health Administration, such violation shall be corrected promptly.

- (c) In an emergency affecting safety of life, of work, or of adjoining property, the Contractor, without special instruction or authorization from the City, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and the Contractor shall so act if so authorized or instructed by the City. The City will not hold the Contractor liable for damages proximately caused by the Contractor's actions if such actions were reasonably necessary to prevent loss of life or injury to any person, or damage to work or adjoining property. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement.
- (d) The Contractor shall provide such heat, covering and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- (e) The Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair work shall be obtained and paid for by the Contractor.
- (f) The Contractor shall (unless waived by the City in writing):
 - (1) When performing new construction on existing sites, become informed and take into specific account any work that may interfere with school routine before or after school hours, any work that may enclose working area with a substantial barricade, and any work that may cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The Contractor shall comply with specifications and directives of the City regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.
 - (2) Provide and place substantial barricades around any shrubs or trees indicated to be preserved.
 - (3) Deliver materials to building area over route designated by the City.
 - (4) Take preventive measures to eliminate objectionable dust.
 - (5) Confine apparatus, the storage of materials, and the operations of workers to limits indicted by law, ordinances, permits or at the direction of the City; and shall not interfere

with the work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of the City regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on the construction site.

- (6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with the County and local authorities, at no cost to the City. All filing and plan check fees shall be paid by the Contractor.

ARTICLE 47. NONDISCRIMINATION.

In the performance of the terms of this Contract, the Contractor agrees that it will not engage in nor permit such subcontractor engaging in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical conditions, marital status, or sex of such person.

ARTICLE 48. COST BREAKDOWN AND PERIODICAL ESTIMATES.

- (a) The Contractor shall furnish on forms approved by Engineer:
 - (1) Within fifteen (15) calendar days of award of this Contract, a detailed estimate giving complete breakdown of the Contract price for such project or site; and
 - (2) A periodical itemized estimate of work done for the purpose of making partial payments thereon.
 - (3) Within fifteen (15) calendar days of the request of the City, a schedule of estimated monthly payments due to the Contractor under the Contract.

Values employed in making up any of these schedules will be used only for determining basis of partial payment and will not be considered as fixing a basis for additions to or deductions from the Contract price.

ARTICLE 49. CONTRACTOR CLAIMS.

If the Contractor shall claim compensation for any damage sustained by reason of the acts of the City or its agents, the Contractor shall, within five (5) days after sustaining of such damage, submit to the City Engineer a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained, the Contractor shall file with the City an itemized statement of the details and amount of such damage in accordance with Article 58, and unless such statement shall be made as required, the Contractor's claims for compensation shall be forfeited and invalidated and it shall not be entitled to considerations for payment on account of any such damage.

ARTICLE 50. DISPUTES.

- (a) In the event of a dispute between the parties as to performance of the work or the interpretation of the Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the Contractor agrees to continue the work diligently to completion. There shall be at least one meeting between the parties regarding the issues before commencement of legal action. If the dispute is not resolved, the Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Riverside County, having competent jurisdiction of the dispute, after the Project has been completed.

ARTICLE 51. PAYMENTS.

- (a) Unless otherwise specified, each month within thirty (30) days after receipt of an approved periodical estimate for partial payment, there shall be paid to the Contractor a sum equal to **ninety-five percent (95%)** of the value of the work performed and no payment shall be made for the material delivered or stocks which were not installed and approved by the City's Inspector, less aggregate previous payments. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by the Contractor on a form approved by the City and filed before the fifth day of the calendar month. The monthly estimate shall be submitted to the City Engineer for his written approval or disapproval prior to submission to the City. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release the Contractor or the Surety from any damages arising from such work or from enforcing each and every provision of this Contract, and the City shall have the right subsequently to correct any error made in any estimate for payment. The Contractor shall not be entitled to have any estimated payment processed or be entitled to have any payment for work performed so long as any lawful or proper direction concerning work, or any portion thereof, given by the City have not been complied with.
- (b) Before payment is made hereunder, a certificate in writing shall be obtained from the City stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract and that the amount stated in the certificates is due under the terms of the Contract. Such certificate shall be attached to and made a part of the claim made and filed with the City, provided that if the City shall, within three (3) days after written demand therefore, fail to deliver such certificate to the City, the Contractor may file its claim with the City without said certificate, but together with such claim shall be filed a statement that demand was made for such certificate and that the same was refused. Thereupon, the City will either allow said claim as presented or shall, by an order entered on the minutes of said City, state the reasons for refusing to allow said claim. It is understood, moreover, that the certificates shall not be conclusive upon the City, but merely advisory.
- (c) The City shall have right to withhold payment under this Article for the following additional reasons:
 - (1) Failure to file required reports for work through the previous calendar month;

- (2) Failure to update as-built drawings for work through the end of the previous calendar month;
 - (3) Failure to submit certified payrolls for work ending by the beginning of the previous calendar month; and,
 - (4) Failure to submit an updated progress schedule during the previous calendar month.
- (d) No payment by the City hereunder shall be interpreted so as to imply that the City has inspected, approved, or accepted any part of the work. **The final payment of five percent (5%) of the value of the work done under this Contract, if unencumbered, shall be made thirty-five (35) days after recording of the Notice of Completion, by the County Recorder's Office.** Acceptance will be made only by action of the City Council.

Unless otherwise provided, on or before making request for final payment of the undisputed amount due under the Contract, the Contractor shall submit to the City, in writing, all claims for compensation under or arising out of this Contract. As a condition of final payment, the Contractor shall execute a release on a form approved by the City, in favor of the City, which shall release and discharge all claims which the Contractor has, claims to have, or which may be discovered in the future, except those identified by the Contractor in writing on the form of release as unsettled.

ARTICLE 52. CHANGES AND EXTRA WORK.

- (a) The City may, as provided by law and without affecting the validity of this Contract, order changes, modifications, deletions and extra work by issuance of written change order from time to time during the progress of the Project, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for an extension of time caused thereby shall be adjusted at the time of ordering such change.
- (b) In giving instruction, the City shall have the authority to make minor changes in work, not involving changes in cost, and not inconsistent with the purposes of building. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the City, authorized by the City Engineer and/or by action of the City Council, and no claim for addition to the Contract sum shall be valid unless so ordered.
- (c) Value of any such extra work, change, or deduction shall be determined at the discretion of the City in one or more of the following ways:
 - (1) By an acceptable lump sum proposal from the Contractor; or
 - (2) By unit prices contained in the Contractor's original bid and incorporated in the Contract Documents or fixed by a subsequent agreement between the City and the Contractor; or
 - (3) By the cost of materials and labor and percentage for overhead and profit. The following form shall be used, as applicable by the City and the Contractor, to communicate proposed additions and deductions to the Contract:

	EXTRA	CREDIT
a. Material (attached itemized quantity and unit cost plus sales tax)	_____	_____

b.	Labor (attached itemized hours and rates)	_____	_____
c.	P.L. and P.D., Workers' Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed 15% of Item b	_____	_____
d.	Subtotal	_____	_____
e.	Subcontractor(s) overhead and profit, not to exceed 10% of Item d	_____	_____
f.	Subtotal	_____	_____
g.	General Contractor's Overhead and Profit, not to exceed 15% of Item f	_____	_____
h.	Subtotal	_____	_____
i.	Bond Premium, not to exceed 1% of Item h	_____	_____
j.	Total	_____	_____

(d) The overhead markup in subparagraph (c) above includes all indirect, general, administrative, and unabsorbed overhead expenses. The Contractor will be allowed the full amount of its labor burden and bond premium that it provides satisfactory proof of, up to, but not exceeding, the limits contained in subparagraph (c) above.

(e) If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligates the City to pay additional compensation to the Contractor or to grant an extension of time for the compensation of the Contract, or constitutes a waiver of any provision in the Contract, the Contractor shall notify the City, in writing, of such claim within a ten (10) day period, and failure to do so shall be deemed a waiver and relinquishment of such a claim against the City. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this article.

ARTICLE 53. COMPLETION.

(a) The City shall accept completion of the Contract and have the Notice of Completion recorded when the entire work shall have been completed to the satisfaction of the City.

- (b) However, the City, at its sole option, may accept completion of the Contract and have the Notice of Completion recorded when the entire work has been completed to the satisfaction of the City, except for minor corrective items, as distinguished from incomplete items.
- (c) If the Contractor fails to complete the minor corrective items prior to the expiration of the thirty-five (35) days period immediately following acceptance of completion, the City shall withhold from the final payment and amount equal to twice the estimated cost, as determined by the City, of each item until such time as the item is completed. Such cost shall include any additional architectural/engineering costs and administrative burden.
- (d) At the end of such 35-day period, if there are items remaining to be corrected, the City may elect to proceed as provided in the Article entitled "Adjustments to Contract Price."
- (e) The work may only be accepted as complete by action of the City Council.

ARTICLE 54. ADJUSTMENTS OF CONTRACT PRICE.

- (a) If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provision thereof, the City may, after ten (10) days written notice to the Contractor and without prejudice to any other remedy it may have, make good such deficiencies.
- (b) The City shall adjust the total Contract price by reducing the amount thereof by the cost of making good on such deficiencies. If the City deems it inexpedient to correct work incurred or not performed in accordance with the Contract provisions, an equitable reduction in the Contract price shall be made thereof.

ARTICLE 55. CORRECTION OF WORK.

- (a) The Contractor shall promptly remove from premises all work identified by the City as failing to conform to the Contract whether incorporated or not. The Contractor shall promptly replace and re-execute its own work to comply with the Contract Documents without additional expense to the City and shall bear the expense of making good on all work of other contractors that has been destroyed or damaged by such removal or replacement.
- (b) If the Contractor does not remove such work within a reasonable time, fixed by written notice, the City may remove it and may store the material at the Contractor's expense. If the Contractor does not pay the expenses of such removal within ten (10) days time thereafter, the City may, upon ten (10) days written notice, sell such material at auction or at a private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by the Contractor.

ARTICLE 56. EXTENSION OF TIME - LIQUIDATED DAMAGES.

- (a) The Contractor shall be assessed the sum set forth in the Supplementary Conditions as liquidated damages for each and every day the work required under this contract remains unfinished past the time for completion, as set forth in the Agreement, and for any extensions of time granted by the City to the Contractor under the terms of the contract documents. **THE CONTRACTOR**

AND THE CITY HEREBY AGREE THAT THE EXACT AMOUNT OF DAMAGES FOR FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED IS EXTREMELY DIFFICULT OR IMPOSSIBLE TO DETERMINE. THE PARTIES AGREE THAT THE AMOUNT SET FORTH IN THE SUPPLEMENTAL GENERAL CONDITIONS REPRESENTS A FAIR AND REASONABLE SUBSTITUTE FOR THOSE DAMAGES. For purposes of this Article, the work shall be considered “complete” in accordance with the provisions of Article 53, “Completion.”

- (b) The Contractor shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to: acts of God, acts of public enemy, acts of Government, acts of the City or any one employed by it, or acts of another contractor in performance of a contract (other than this Contract) with the City, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather or delays of subcontractors due to such causes. “Unusually severe weather” shall be defined as that which exceeds the normal seasonally expected averages. The Contractor shall, within ten (10) days of beginning of any such delay (unless the City grants in writing a further period of time to file such notice prior to the date of final settlement of the Contract), notify the City in writing of cause of delay; thereupon the City shall ascertain the facts and the extent of the delay and grant an extension of time for completing work when, in its judgment, the finding of fact justifies such an extension. The City’s finding of fact thereon shall be final and conclusive on the parties hereto.

ARTICLE 57. PAYMENTS WITHHELD.

- (a) In addition to the amount which the City may retain under the article entitled “Completion” and the article entitle “Payments,” the City may withhold a sufficient amount (up to 125%) or an amounts of any payment or payments otherwise due to the Contractor, as, in its judgment, may be necessary to cover:
- (1) Payments which may be past due and payable for just claims against the Contractor or any subcontractors, or against and about the performance of work on the project under this Contract, including, without limitation, payments made pursuant to the article entitled “Payments by Contractor.”
 - (2) The cost of defective work which Contractor has not remedied.
 - (3) Liquidated damages assessed against the Contractor.
 - (4) Penalties for violation of labor laws.
 - (5) The cost of materials ordered by the City pursuant to the Article entitled “Materials.”
 - (6) The cost of completion of this Contract if a reasonable doubt exists that this Contract can be completed for the balance then unpaid to the Contractor;
 - (7) Site cleanup as provided in the article entitled “Cleaning Up.”
- (b) If the Contractor, at its own expense, removes the reason for withholding, then payment shall be made for the amounts withheld.

- (c) The City may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, the City shall make such payments on behalf of the Contractor. If any payment is so made by the City, then such amount shall be considered as payment made under the Contract by the City to the Contractor and the City shall not be liable to the Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The City will render the Contractor an accounting of such funds disbursed on behalf of the Contractor.
- (d) As an alternative to payment of such claims or obligations, the City, at its sole discretion, may reduce the total Contract price as provided in the article entitled “Adjustments to Contract Price.”

ARTICLE 58. EXCISE TAXES.

If, under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the City, upon request, will execute the documents necessary to show same.

ARTICLE 59. NO ASSIGNMENT.

The Contractor shall not assign this Contract or any part thereof without the prior written consent of the City. Assignment without such prior written consent shall be null and void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said Contract, in favor of all persons, firms or corporations rendering such service or supplying such materials to the extent that claims are filed pursuant to the Civil Procedure and shall also be subject to deductions for liquidated damages or withholding of payments, as determined by the City in accordance with this Contract.

ARTICLE 60. NOTICE AND SERVICE THEREOF.

Any notice from one party to the other or otherwise under the Contract shall be in writing and shall be dated and signed by the party or its duly authorized representative, giving such notice. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to the City, by personal delivery thereof to the City or by depositing same in the United States mail, enclosed in a sealed envelope addressed to the City, and sent by registered or certified mail with postage prepaid.
- (2) If notice is given to the Contractor, by personal delivery thereof to said Contractor or to the Contractor’s superintendent at the project site, or by depositing same in the United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of work under this Contract, and sent by registered or certified mail with postage prepaid.
- (3) If notice is given to Surety or other person, by personal delivery or by depositing same in the United States mail, enclosed in a sealed envelope, sent by registered or certified mail with postage prepaid.

ARTICLE 61. NO WAIVER

The failure of the City in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option any future occasion.

ARTICLE 62. OWNER'S RIGHT TO CARRY OUT THE WORK.

If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provision of this Contract, the City may, after ten (10) days' written notice to the Contractor and without prejudice to any other remedy he may have, made good such deficiencies. In such case an appropriate Change Order shall be issued, deducting from the payments then or thereafter due to the Contractor the cost of correcting such deficiencies, including the cost of any additional services made necessary by such default, neglect or failure. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall then pay the difference to the City within ten (10) days.

ARTICLE 63. INDEMNIFICATION.

The work shall be performed entirely at the Contractor's risk and the Contractor shall defend, indemnify, and hold harmless the City, the County of Riverside, and their elected officials, officers, agents, servants, representatives and employees from and against all loss, including loss of use, liability damage, claims demands, actions and proceedings, and all costs and expense connected therewith, including reasonable attorney fees, of whatsoever cause of nature on account of any damage to or loss or destruction of any property, including employees of the City, or injury to or death of any person, including employees of the City, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified under the Contract. The Contractor shall also defend, indemnify and hold the City harmless from and against all claims and liens of all persons based upon the furnishing of labor and materials in connection with the performance of the work.

ARTICLE 64. HAZARDOUS MATERIALS.

In the event the Contractor encounters on the site any material which it reasonably believes to be a "hazardous material," as that term is defined by federal and state law, which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the City in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the City and the Contractor if in fact the material is a "hazardous material," or when it has or been rendered by written agreement of the City and the Contractor, or in accordance with any federal or state agency having cognizance of the matter.

ARTICLE 65. MATERIAL SAFETY DATA SHEETS AND COMPLIANCE WITH PROPOSITION 65.

- (a) The Contractor is required to ensure that material safety data sheets are available in a readily accessible place at the work site, for any material requiring a material safety data sheet per the Occupational Safety and Health Administration's Hazard Communication Standard or the employees' Right-to-Know Law. The Contractor is also required to ensure proper labeling on any substance brought into the job site, and that any person working with the material, or within the general area of the material, is informed of the hazards of the substance and follows proper handling and protection procedures.
- (b) The Contractor is required to comply with the provisions of the California Health and Safety Code, Section 25249, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize itself with the provisions of this section, and to comply fully with its requirements.

ARTICLE 66. NON-UTILIZATION OF ASBESTOS MATERIAL.

- (a) NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO AFFECT THIS CONSTRUCTION.

Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysotile, amosite, anthophyllite, tremolite, and actinolite.

Any or all material containing greater than one-tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material.

All work or materials found to contain asbestos or work or material installed with asbestos-containing equipment will be immediately rejected and this work will be removed at no additional cost to the City.

- (b) Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be performed only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The asbestos removal contractor shall be an EPA-accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant, who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the City, who shall have sole discretion and final determination in this matter.

The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

- (c) Interface of work under this Contract with work containing asbestos shall be executed by the Contractor at his risk and at his discretion, with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos-containing

products. By execution of this Contract, the Contractor acknowledges the above and agrees to hold harmless the City and its assigns for all asbestos liability which may be associated with the work and agrees to instruct his employees with respect to the above-mentioned standards, hazards, risks and liabilities.

ARTICLE 67. RECORDS RETENTION AND INSPECTION.

The Contractor and subcontractor(s) shall allow authorized Federal, State, County and/or City officials access to the work area, fiscal data, payroll, materials, and other relevant contract records. All relevant records must be retained for at least three years.

SECTION III - SUPPLEMENTAL GENERAL CONDITIONS

A. Specifications

The performance of the Contract, all materials supplied and all work performed shall be in accordance with the Standard Specifications for Public Works Construction (“Green Book”) current edition, including supplements, except as otherwise noted in this Contract or on the project plans.

B. Contractor's Representative

The Contractor’s attention is directed to Section 7-6 of the Standard Specifications for Public Works Construction, “The Contractor’s Representative.” Prior to the commencement of work, the Contractor shall submit in writing the name of his designated representative and alternate, if any. Failure of the Contractor’s representative, or his alternate, to be present at the job site while construction is proceeding shall constitute suspension of the Contract and all work performed in the absence of the Contractor’s representative, or alternate, is subject to rejection.

C. Activities/Submittals Required in Writing Prior to Commencement of Work

Prior to commencement of work on this project, the Contractor is required to execute the Agreement and submit all documents required by the Contract including, but not limited to:

1. Designation of Contractor’s representative
2. Construction schedule (bar graph form)
3. Certificates of Insurance
4. Securities for performance and for labor and materials
5. Traffic Control Plan (if required)
6. Underground Service Alert ticket number
7. Certificate of Compliance or Certificate of Exemption from State of California Joint Apprenticeship Committee
8. Photocopies of business licenses for the Contractor and all subcontractors

Additionally, the Contractor must obtain all permits, pay all required fees, and schedule and attend the required preconstruction meetings.

The City will issue a Notice to Proceed after the above requirements have been met.

D. Construction Schedule

The Contractor shall submit to the City Engineer for approval its proposed construction schedule, consistent in all respects with the time and order of work requirements of this Contract. Said schedule shall be in BAR GRAPH FORM and shall be in sufficient detail to show the chronological relationship of all construction activities. The proposed construction schedule shall be submitted within seven (7) calendar days prior to the Preconstruction Meeting. The City Engineer shall approve, conditionally approve, or disapprove the Contractor’s proposed construction schedule within seven (7) calendar days of receipt thereof.

E. Pre-construction Meeting

Prior to commencing work, THE CONTRACTOR SHALL ATTEND A PRECONSTRUCTION MEETING with the Public Works Department/Engineering Division, interested utility companies, and other agencies that will be affected by this project. Project coordination, timing, and compliance with Federal regulations and Labor Standards will be discussed at the meeting.

F. Permits and Inspection Fee

Attention is directed to Section 7-5, Permits, of the Standard Specifications for Public Works Construction and to the following Special Provisions.

The Contractor and Subcontractors are required to obtain a City business license and pay all applicable fees. In addition, the Contractor shall obtain a “No Fee” Public Works Permit; however he shall pay the issuance fee.

Permits

Fees

Public Works Permit

Issuance Fee (\$23.00)

Business License

Contractor to contact the City Business License Office at (951) 922-3126 for fees

G. Contractor Submittals

Contractor submittals to the City shall be delivered to CITY OF BARSTOW, PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION, AND LABELED, **PROJECT NO. HSIPL-5298(028), “TRAFFIC SIGNAL SYSTEM IMPROVEMENTS ON MAIN STREET & BARSTOW ROAD”** For submittals requiring an action/approval, the City will respond within seven (7) calendar days of receipt of said submittal.

H. Protection and Restoration of Existing Improvements

The Contractor shall be responsible for the protection of property and all improvements adjacent to the work, and shall restore the entire work area to its original condition after completion of the work. **The requirements of Section 7-9 of the Standard Specifications for Public Works Construction shall apply. Restoration and protection shall apply to all mailboxes, walls, irrigation systems, fences, PCC and AC paving, slabs, and all other types of improvements, except as otherwise provided in the Special Provisions.** The costs to the Contractor for protecting, storing, removing and restoring existing improvements to the satisfaction of the City Engineer shall be included in the bid. All survey monuments and ties shall be protected in place. Contractor shall notify the City if any survey monuments or ties are disturbed or destroyed. Any mailboxes or posts that must be replaced because they do not provide 4’ of clearance, are substandard, or are unsalvageable, per the discretion of the Public Works Inspector, shall be paid for in the “Install New Mailbox and Post” bid item.

I. State of California Safety Requirements

The Contractor's attention is directed to the Standard Specifications for Public Works Construction, Subsection 7-10.4.1, Safety Orders, and Subsection 306.1.1.6, Bracing Excavations, relative to the safety and protection of workers and excavations. As provided in said Subsection 7-10.4.1, payment for all work necessary to provide safety measures shall be included in the prices bid for other items of work. The Contractor shall submit to the City his State of Division of Industrial Safety Trenching Permit number.

J. Liquidated Damages

The City and the Contractor hereby agree that in case all construction called for under the Contract is not completed per the Contract-allowed time for completion, as extended by delays by the City, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of **Seven Hundred and Fifty \$750.00** per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to the Contractor, said amount for each day after failure to meet the requirements of the Contract completion schedule herein.

K. Definition of Proposal Items

Final Pay Quantities for Unit Basis Items of Work

All items of work which are not designated on the Bid Schedule by the letters LS, or words "Lump Sum," shall have final pay quantities measured and paid for in accordance with the Standard Specifications for Public Works Construction and the Special Provisions.

Progress Payments for Lump Sum Items of Work

The word "Complete" in the Estimated Quantities column of the Bid Schedule for a lump sum item of work shall mean that payment for that item (Estimated Quantities Column) of the work will only be made after all work for that item has been completed. The percent (%) symbol in the Bid Schedule for a lump sum item of work shall mean that progress payments for that item will be allowed.

Final Pay Quantities for Lump Sum Items of Work

When the estimated quantity for an item of work is designated on the Bid Schedule by the letters LS or the words Lump Sum, said estimated quantity shall be the final quantity for which payment for said item of work will be made, unless the dimensions of said work, as shown on the plans, are revised by the City Engineer. If such dimensions are revised and such revisions result in an increase or decrease in the quantity of such work, the final payment for said lump sum item will be revised in proportion to the change in quantities and authorized by a Contract Change Order. The estimated quantity for a lump sum item of work shall be considered as approximate only, and no guarantee is made that the

actual final quantity will equal the estimated quantity. No allowance will be made in the event that the actual final quantity does not equal the estimated quantity except as noted hereinabove.

The unit prices or lump sum prices to be paid for the item listed in the proposal shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work involved in furnishing and installing the materials, complete and in place, in accordance with details shown on the plans and as specified herein. Any items shown on the plans, but not included in the bid items, shall be considered as appurtenance items. All costs shall be included within the appropriate item of the Contractor's bid.

L. Measurement and Payment

General

Replace the first sentence of the FIRST paragraph of Subsection 9-3 of the Standard Specifications for Public Works Construction with the following:

“For unit basis items of work, the estimated quantities listed on the Bid Schedule will not govern the final payment.”

Add to the NINTH paragraph of Subsection 9-3.1 of the Standard Specifications the following:

“In the event that one or more Stop Notices are filed with the City, an amount equal to one hundred twenty-five percent (125%) of the total amount(s) will be withheld from payment to the Contractor in accordance with applicable laws.”

Partial and Final Payment

Replace the FIRST, SECOND, and THIRD paragraphs of Subsection 9-3.2 of the Standard Specifications with the following:

“Except as otherwise provided for L.S. items, the Contractor will be entitled to no more than one progress payment per month. Twenty-one (21) days prior and prerequisite to each progress payment, the Contractor shall submit to the City Engineer a detail estimate and invoice for his estimate of the total quantity and value of work completed since the cutoff date for the previous progress payment. The City Engineer will make the final determination as to the actual quantity and value of work completed for which payment will be made. Ten percent (10%) will be deducted from each progress payment and retained by the City until later released as specified hereinafter.

“Before he shall be entitled to final payment of the retention withheld from the progress payments, the Contractor shall execute and file with the City a “Release” on a form which complies with Section 3262 of the Civil Code and which is acceptable to the City, shown in these Contract Documents as Section 1.12, releasing the City from all claims or liability relating to undisputed contract amounts for work performed in relation to said amounts.

“The final payment of the retention withheld from the progress payment shall not be due and payable until the expiration of at least thirty-five (35) calendar days from the date of recording of the Notice of Completion by the County Recorder.”

Delivered Materials

Replace Subsection 9-3.3 of the Standard Specifications with the following Special Provisions:

“Unless a bid item is included in the Bid Schedule and/or unless otherwise called for in these Special Provisions, no payment will be made for materials and/or equipment delivered but not yet incorporated in the work.”

M. Contractor’s Equipment

GENERAL – It shall be the Contractor’s responsibility to provide equipment that is adequate for the performance of the work under this Contract within the time specified. All equipment shall be kept in satisfactory operating condition, shall be capable of safely and efficiently performing the required work, and shall be subject to inspection and approval by the Owner’s representative at any time within the duration of the Contract. All work hereunder shall conform to the applicable requirements of Cal-OSHA and OSHA Standards for Construction.

SEPARATE CONTRACTS – Whenever portions of the work hereunder are let under separate contracts, all of the provisions of the section shall apply to each such prime contractor.

CONSTRUCTION WIRING – All wiring for temporary electric light and power shall be installed and maintained in a first-class manner and shall be securely fastened in place. All electrical facilities shall conform to the requirements of Title 8, Industrial Relations, Subchapter 5, Electrical Safety Orders, California Administrative Code; and Subpart K of the OSHA Safety and Health Standards for Construction.

SEPARATION OF CIRCUITS – Unless otherwise permitted by the City Engineer, circuits separate from lighting circuits shall be used for all power purposes.

N. Utilities

POWER – Reasonable power for execution of the terms of the contract will be furnished by the Owner when available at the site. The Contractor shall provide, at his own expense, temporary power poles and appurtenances necessary for conveying power from Owner’s power source to the point of use or generators necessary for supplying power equipment.

APPROVAL OF ELECTRICAL CONNECTIONS – All temporary connections for electricity shall be subject to approval of the City Engineer and Owner, and shall be removed in like manner at the Contractor’s expense prior to final acceptance of the work.

O. Safety

GENERAL – Appropriate first aid facilities and supplies shall be kept and maintained by the Contractor at the site of the work. All persons within the construction area shall be required to adhere to all specified safety requirements. All employees of the Contractor and his subcontractor shall be provided with, and required to use, personal protective and life saving equipment as set forth in Article 3 and 24 of Cal-OSHA, and Subpart E of the OSHA Safety and Health Standards for Construction (29CFR 1926).

PUBLIC SAFETY – During the performance of the work the Contractor shall erect and maintain temporary fences, bridges, railings, and barriers and shall take all other necessary precautions and place proper guards for the prevention of accidents, and he shall erect and maintain suitable and sufficient lights and other signals.

P. Explosives and Blasting

The use of explosives on the work will not be permitted.

Q. Dust Abatement

The Contractor shall furnish all labor, equipment, and means required and shall carry out effective measures as necessary to prevent his operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The Contractor shall be responsible for any damage resulting from any dust originating from his operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the City Engineer. No separate payment will be allowed for dust abatement measures and all costs shall be included in the Contractor's bid price.

R. Rubbish Control

During the progress of the work, the Contractor shall clean the site of the work and other areas used by him weekly and shall keep the site in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the work site, and shall establish regular intervals of collection and disposal of such materials and waste. He shall also keep his haul roads free from dirt, rubbish, and unnecessary obstructions resulting from the operations. Equipment and material storage shall be confined to areas approved by the City Engineer. Disposal of all rubbish and surplus materials shall be off the site of construction, at the Contractor's expense, all in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Subpart H, Section 1926.252 of the OSHA Safety and Health Standards for Construction.

S. Sanitation

TOILET FACILITIES – Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilet at construction job sites shall conform to the requirements of Subpart D, Section 1926.51 of the OSHA Standards for Construction.

SECTION IV – SPECIAL PROVISION
**(SUPPLEMENTS AND MODIFICATIONS TO THE STANDARD SPECIFICATIONS FOR PUBLIC
WORKS CONSTRUCTION AND CALTRANS STANDARD SPECIFICATIONS)**

PART 1 – SPECIAL PROVISIONS

4.0 GENERAL

All work shall conform to the Standard Specifications for Public Works Construction (2018 Edition)(SSPWC), Caltrans Revised Standard Specifications (2015 Edition), the Project Plans and these Special Provisions.

4.1 SCOPE OF WORK AND WARRANTIES AND GUARANTEES

The scope of work under this project includes traffic signal system improvements at 13 signalized intersections on Main Street & Barstow Road as specified in Section 1.3 Bid Schedule. The improvements include furnishing and installing traffic signal controllers, GPS Time clocks, 2010 Signal Monitors, new signal vehicle heads, countdown pedestrian heads; pedestrian push buttons, Emergency Vehicle Preemption System (EVP), and fully functional Video Detection System, all in accordance with the City of Barstow and CALTRANS Standard Specifications.

The Contractor shall be responsible for the entire work constructed under this contract including materials furnished and work performed by manufacturers, suppliers, and subcontractors. The Contractor shall make, at no cost to the AGENCY, any repairs or replacements made necessary by defects in workmanship or materials that becomes evident within one (1) year after filing of the Notice of Completion of the work and to restore to full compliance within the requirements of these Specifications, any part of the work which during the one (1) year period is found to be deficient with respect to any provision of the Plans and Specifications. The Contractor shall make all repairs and replacements promptly upon receipt of written orders from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the Agency may do the work and the Contractor and his surety shall be liable to the AGENCY for the cost.

Whenever any work or equipment is to be guaranteed to maintained by a manufacturer, supplier, or subcontractor, said obligation shall be that of the Contractor.

All guarantees shall be in writing and delivered to the Engineer by the Contractor prior to final acceptance of the work.

4.2 TIME OF COMPLETION

As set forth in the contract agreement, the Contractor shall begin work on the date as per NOTICE TO PROCEED and shall diligently prosecute the same to completion by 100 working days after date in said notice.

4.3. NOTIFICATION

The Contractor shall notify the following agencies a minimum of 48 hours in advance of start of any street work and inform them of the proposed construction schedule and provide any additional pertinent information they may request:

City Engineer	(951) 922-3130
Fire Department	(951) 922-3210
Police Department	(951) 922-3170
Highway Patrol (Beaumont Office)	(951) 769-2000
Caltrans	(951) 682-6385

The above agencies shall also be advised of any major changes in the construction schedule. In addition, the Contractor shall notify the owners of all utilities and substructures not less than 48 hours prior to starting construction.

4.5 EQUIPMENT LIST

Prior to the commencement of work, and within 15 days following the signing of the contract by the City and the Contractor, the Contractor shall submit 2 copies of a complete list and all supporting submittal data for equipment and materials to be furnished, including all substitutions proposed to the Engineer for approval, in accordance with Section 86-1.03. Partial or incomplete submittals will not be considered.

No substitutions will be considered thereafter. If the Contractor desires to make a substitution, he/she shall submit complete product information to document the equipment or material being offered as being equal to that specified. No substitutions shall be allowed until requested and approved in writing. The Engineer reserves the right to require the originally specified equipment and/ or materials. Installation of an approved substitution shall be the Contractor's responsibility, and any revisions necessary for the installation of approved substituted materials and/or equipment shall be made without additional expense to the City.

Submit two complete sets of the equipment list and submittal data fully contained in 3-ring binders to the City, along with an itemized and dated transmittal sheet. The submittal data shall contain sufficient information and details to permit full evaluation of each item for adherence to the requirements of the contract documents. When appropriate, carefully address the functional and technical interrelationships among the various items. Include appropriate catalog cut sheets and specifications for all standard, off-the-shelf items. For custom-made items, include shop drawings and other necessary data.

When reprinted literature such as catalog cut sheets are used to satisfy some or all of the submittal data requirements, ensure that there are no statements on the literature that conflict with the requirements of the contract documents. Cross off and initial any conflicting statements. Provide written explanation of how the item will be changed from the literature.

Following review, one complete set of submittal information and transmittal sheet, with date-stamp, will be returned with comments and disposition of acceptance or rejection.

Typically, the Engineer will mark each item in one of the following four ways.

1. No exception taken;
2. Exceptions as noted;
3. Corrections required - resubmit; or

4. Rejected - resubmit.

Work may proceed with equipment marked "no exception taken". In order to proceed with groups marked "exceptions as noted," it is necessary to provide written concurrence to the Engineer that all noted exceptions are agreed to; in which case; re-submittal of submittal data is not required. For items marked "corrections required - resubmit"; make noted corrections or provide additional information and resubmit for review. Identify or redesign items marked "rejected - resubmit" and resubmit for review.

Submittals that, in the judgment of the Engineer, are insufficient to permit proper evaluation will not be reviewed.

Following approval of submittals and the submittal package is in its complete and final form; submit two more complete and final submittal packages.

Submit test procedures for review in the same manner described for submittal, except that submittal need not occur within the first 15 days.

4.6 AS-BUILT INFORMATION

The Contractor shall maintain a current record of "As-Built" information that shall be submitted to the Engineer for review and approval upon request. The Contractor is required to submit to the Engineer "As-built" prints prior to the City accepting the installations. The prints shall indicate in red all deviations from the contract plans, such as: location of, pull boxes and runs; depths of conduit; number of conductors and other appurtenant work. Failure to comply with this requirement may result in the City not accepting the project as complete.

The Contractor shall furnish two maintenance and operations manuals for all new controller units, auxiliary equipment, and vehicle detector sensor units, control units, and amplifiers. The maintenance manual and operations manual may be combined into one manual. One maintenance manual or combined maintenance and operations manual shall be submitted to the laboratory prior to the time of the controllers are delivered for testing or, if ordered by the Engineer, previous to purchase.

The second maintenance and operations manual shall be delivered to the Engineer at time of testing. Any changes required as the result of the testing or other circumstance shall be supplied to the Engineer prior to acceptance of the project. The maintenance manual shall include, but need not be limited to, the following items.

- (a) Specifications
- (b) Design characteristics
- (c) General operation theory
- (d) Function of all controls
- (e) Trouble shooting procedure (diagnostic routine)
- (f) Block circuit diagram
- (g) Geographical layout of components
- (h) Schematic diagrams

(i) List of replaceable component parts with stock numbers.

PART 2 “CALTRANS” STANDARD SPECIFICATIONS

The following Sections of the “Caltrans” Standard Specifications, and California Manual on Uniform Traffic Control Devices latest editions, shall be used for all work specified in these sections:

Section 86: Signals, Lighting and Electrical Systems

The following additions, as revised, to Section 86 of “Caltrans” Standard Plans and Specification latest edition shall apply:

86 General

86-1.01 General

The Contractor shall furnish all tools, equipment, materials, supplies, and manufacture articles, and shall perform all operations necessary to construct or modify traffic signal and street lighting facilities as shown on the drawings and as specified herein.

86-1.01C Submittals

86-1.01C(1) General

Cost Breakdown. The cost breakdown shall be submitted to the Engineer in conjunction with equipment list and drawings.

Equipment List and Drawings. The equipment list shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Contract Approval.

Material lists, manufacturers data, brochures, technical data, etc. shall be labeled and identified, and shall be submitted in bound booklet form.

The Contractor shall retain one copy of all approved material lists and samples at the job site, readily accessible for inspection by the Engineer. Said materials to be furnished and samples shall be the basis for approval or rejection of work. The materials to be furnished and installed shall be new, except as may be provided elsewhere in the specifications or indicated on the plans. The materials shall be manufactured, handled and used in a workmanlike manner to insure completed work in accordance with the plans and specifications.

Contractor must provide a manufacturer’s purchase invoice on the equipment (if requested by the City).

Only new poles will be accepted for this project, refurbished Poles will not be accepted.

Warranties, Guarantees and Instruction Sheets. The Contractor shall guarantee the entire work constructed under this contract and will fully meet all requirements as to the quality of workmanship

and materials furnished by him. The Contractor shall make, at the Contractor's expense, any repairs or replacements made necessary by defects in workmanship or materials that becomes evident within 1 year after acceptance of work by the Agency and to restore to full compliance with the requirements of these specifications, any part of the work which during the 3 year period is found to be deficient with respect to any provision of the Plans and Specifications. The Contractor shall make all repairs and replacements promptly upon receipt of written orders from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his surety shall be liable to the City for the cost.

Whenever any work or equipment is to be guaranteed or maintained by a manufacturer, supplier, or subcontractor, said obligation shall be that of the Contractor.

All guarantees shall be in writing and delivered to the Engineer by the Contractor prior to final acceptance of the work.

86-1.03 SCHEDULE OF VALUES

The Contractor shall prepare and submit for approval by the City a schedule of values for each project to complete the work. Submit schedule of values one week prior to first work day. The schedule of values shall include corresponding costs for the following items:

- 1) Controller Cabinet Assemblies
- 2) Traffic Signal Faces and Fittings
- 3) Signal heads and hardware
- 4) Pedestrian Signal Heads and Hardware
- 5) Pedestrian Push Buttons and Hardware
- 6) Video Detection System
- 7) Emergency Vehicle Preemption

86-1.07 SCHEDULING OF WORK

Scheduling of work shall conform to this Section and these Special Provisions.

- (1) The Contractor may perform sub-surface work consisting of the installation of conduit, foundations wire and service connection prior to the receipt of the materials and equipment, and shall begin said work within 15 days of the date executed of the contract or approval of materials list.
- (2) No materials or equipment shall be stored at the job site until receipt of said notification by the Engineer. The job site shall be maintained in a neat and orderly condition at all times.
- (3) All striping, pavement markings, and signing shall be in place prior to signal turn-on. All striping, pavement markings, and signing shall be completed by the Contractor, per the Plans and Special Provisions.

86-3 CONTROLLER ASSEMBLIES

86-301A General

Solid-state traffic actuated controller units, cabinets and auxiliary equipment shall conform to the provisions in Section 86-3 “Controller Assemblies” of the CALTRANS Specifications and these Special Provisions.

CONTROLLER UNIT

Model 2070E Controller Unit shall comply with the Caltrans Transportation Electrical Equipment Specifications (TEES) dated March 12, 2009 and the following City requirements. In case of conflict, the City requirements shall govern the procurement

1. Procurement is for Model 2070 Controller with a Unit Version of “2070 E” including standard and optional modules, as indicate below:
 - 2070-1E CPU Module
 - 2070-2A or 2070-2E Field I/O Module
 - 2070-3B LCD/Front Panel Module
 - 2070-4A Power Supply
 - 2070-7G GPS Time Source Module
2. GPS Time Source Module shall be installed in controller’s communication slot and shall include exterior antenna mounted to top of cabinet with coaxial cable bia 16’ SMA connector with mounting hardware and gasket.
3. A permanent label, “CITY OF BARSTOW”, shall be stenciled or embossed on the front of Model 2070 Controller Unit.
4. The Model 2070 controller shall operate McCain 2033 intersection control software. Contractor to program new controllers with city supplied timing inputs, details provided on project plans, proposed improvements, and/or existing controller/cabinet configuration. Contractor shall make notes of any adjustment to controller programming as needed to complete intended operation and shall supply to the city copies of as-built controller programming sheets after implementation for inspection.

SIGNAL MONITOR UNIT

Installation of the new 2070 Controller Units shall also include new signal monitor units to replace the existing Model 210 monitor units. Monitors shall include the following basic fault coverage with Conflict, 24Vdc, and CU Watchdog monitoring. Red Monitoring senses the absence of signals on a channel. Dual Indication Monitoring detects simultaneous active signals on a channel. Clearance Monitoring ensures sequencing of signals with a proper minimum yellow clearance interval. AC Line Monitoring detects and responds to low AC Line voltages as well as interruptions with a minimum flash interval.

EQUIPMENT TURN ON REQUIREMENTS

The Contractor shall arrange to have a representative from McCain and signal technician from the City shall present at the time the controller assembly is turned on. The technician shall be fully qualified to

work in the controller assembly, and shall be employed by the controller manufacturer or authorized representative. The City shall be notified at least 7 working days prior to intersection turn-on.

86-4 TRAFFIC SIGNALS FACES AND FITTINGS

86-4.01A SIGNAL SECTIONS

This Section shall be amended as follows:

- (1) Items 2.1 and 2.2 are superseded as follows: *“Each signal section housing shall be either diecast or permanent mold-cast aluminum conforming to ANSI Standard:D-10.1.*
- (2) All vehicular indications shall be 12” diameter with black visors and louvered backplates.
- (3) All signal heads shall be aluminum alloy. Plastic housings, visors and backplates will not be permitted.
- (4) Top openings of signal heads shall be sealed with neoprene gaskets.
- (5) Housing color shall be black.

86-4.01D LIGHT EMITTING DIODE SIGNAL MODULE

All new indications (red, green, or amber) shall be 12” LED. Optical units shall conform to the provisions of this Section and these Special Provisions.

86-4.02 PROGRAMMED VISIBILITY VEHICLE SIGNAL FACES

Programmed visibility signal face and its installation must comply with sections 86-4.01 and 86-4.04. Optical units shall conform to the provisions of this Section and these Special Provisions. Each programmed visibility signal section must:

- 1) Have a nominal 12-inch-diameter circular or arrow indication
- 2) Comply with ITE publication ST-017B for color and arrow configuration
- 3) Have a cap visor
- 4) Have an adjustable connection that provides incremental tilting from 0 to 10 degrees above or below the horizontal while maintaining a common vertical axis through couplers and mountings

Terminal connection must allow external adjustment about the mounting axis in 5-degree increments.

Signal must be mountable with ordinary tools and capable of servicing without tools. Preset adjustment at 4 degrees below the horizontal.

Visibility of each programmed visibility signal face must be capable of adjustment or programming, within the face. When programmed, each signal face's indication must be visible only in those areas or lanes to be controlled except that during dusk and darkness a faint glow to each side is allowed.

A signal technician qualified to program the programmed visibility signal heads must be present when signal heads are placed in operation.

Program the head as recommended by the manufacturer.

86-4.03 PEDESTRIAN SIGNAL FACES

86-4.03B FRONT SCREEN

Pedestrian signal front screens shall be Egg crate type for this project.

Plastic housing shall not be permitted.

86-4.03I(2) MATERIALS

Pedestrian signals provided for this project shall be GELcore Type (ITE) LED Countdown Pedestrian Signal Modules, Model No. PS7-CFF1-26A, with dimensions of 16 in. x 18in., or Dialight LED Model No. ITE 430-6479-001X.

86-4.04 SIGNAL MOUNTING ASSEMBLIES

- (1) Signal mounting assemblies provided for this project shall be of the type described in this Section.
- (2) Where indicated on the plans by the symbol (CS), a Clamshell mounting assembly shall be used as described in this Section.
- (3) Color shall be black.

86-5 DETECTORS

86-5.01D VIDEO DETECTION SYSTEM

Video Image Vehicle Tracking and Detection System (VIVTDS)

General

Included are the minimum requirements for a system that views, captures, and derives data based on the vehicles that pass within the sensor field of view along a highway, road, ramp, or other commonly used transit pathway via processing video images.

The VIVTDS client software shall provide graphical user interfaces between the administrator(s) and permitted users of the system and the VIVTDS sensor(s) itself. The software shall allow the user to configure sites, conduct maintenance, monitor information relayed from the sensor(s), and provide access to real-time data, system and user defined alerts, and access to historical data collected by the sensor(s). The client software should be installed on a single personal computer or across a network of computers. One or more users will be able to access VIVTDS simultaneously.

System Hardware

The required hardware shall include the following:

- One VIVTDS processor capable of connecting with 1 to 8 sensors
- One or more VIVTDS sensors, with at least one sensor having a fisheye lens for omnidirectional viewing of the roadway or intersection.
- One 1.5” straight-thread, swivel bracket, and surge protector junction unit, per each fisheye

sensor

- One surge protector junction unit, per each advanced/stopline sensor
- One mounting pole and bracket (90 degree pole per each fisheye sensor; or straight, vertical pole per each advanced/stopline sensor).
- One Ethernet Protection Module (surge protector located in the traffic cabinet), per each VIVTDS sensor
- VIVTDS interface cables to the traffic signal controller based on model/type.
- Optional portable field computer to configure and monitor system operations
- Optional computer to configure and monitor system operations at the TOC or other remote location
- Optional Ethernet Repeater to extend VIVTDS sensors beyond 100 meters
- Optional POE Powered Switch for use with more than two sensors

Sensor Hardware

Fisheye Sensor

The VIVTDS should have at least one downward-facing fisheye sensor capable of seeing the center of the intersection and have an omnidirectional line of site to track vehicles entering and exiting the intersection. Other required features shall include the following:

- Color images output into digital format as MJPEG images
- Horizontal resolution of at least 2560 lines and vertical resolution of at least 1920 lines.
- A five (5) megapixel CMOS camera with an active-pixel sensor (APS)
- Camera lens shall not require adjustment and is always in focus
- A thermostatically controlled heater residing inside the enclosure to reduce the effects of ice and condensation
- Any plastics used in the enclosure shall have ultraviolet inhibitors
- A waterproof and dust tight aluminum enclosure

The sensor dimensions excluding connectors shall not exceed 9.9” x 7.9” (height x diameter). The weight of the sensor including the enclosure shall not exceed eight 8 lbs. The VIVTDS sensor manufacturer shall provide a lifetime “always in focus” guarantee on the iconic bell shaped fisheye camera.

Processor Hardware

The VIVTDS processor shall support 1 or 2 fisheye sensors, or if equipped with 1 fisheye sensor the VIVTDS processor should, at a minimum, be capable of simultaneously supporting up to four (4) additional VIVTDS sensors for special requirements such as advance detection or underpass detection.

The VIVTDS processor shall comply with	Inputs	Outputs
TS1	24	24
TS2	16	64

170/2070	8	24
ITS	16	64

The VIVTDS processor will have at a minimum four (4) USB 3.0 ports for expansion flexibility and have a built-in modem.

The VIVTDS processor shall be no more than 1U high with dimensions, excluding connectors, not to exceed 8.5” x 11.5” x 1.75” and weigh no more than 5.2 lbs. The unit shall have flexible mounting options including the ability to lie flat on a cabinet shelf, be mounted in a standard traffic cabinet rack with optional mounting ears, or be installed vertically with optional base. The outer enclosure shall be a powdered coated aluminum.

Electrical

The VIVTDS sensor(s) will use five (5) watts nominally and a maximum of fifty (50) watts with active heaters. The sensor(s) will be Power Over Ethernet (POE) and will only require a single burial grade, gel-filled RJ-45 CAT5e cable for both power and data.

Each VIVTDS sensor shall have its own surge protector junction unit and EPM surge protection unit in the traffic cabinet.

The VIVTDS processor shall operate within a range of 89 to 240 VAC, 60Hz single phase. Power to the VIVTDS processor is from the transient protected side of the AC power distribution system in the traffic control cabinet where the VIVTDS processor is installed.

Cabling and Surge Protection Units

CAT5e cabling shall be a high performance shielded direct burial data cable capable of 350MHz bandwidth for data applications. The cabling shall consist of a 24 AWG solid bare copper wire with 8 conductors in a gel filled core. The jacket shall consist of linear low-density polyethylene (LLDPE) that is UV resistant and have a cable diameter of no more than 6.5 mm. The cable shall have easily identifiable striped pairs as follows:

- Orange-White, Orange
- Green-White, Blue
- Blue-White, Green
- Brown-White, Brown

The cable shall be rated at a minimum for 50 V.

The surge protector junction unit for the VIVTDS sensor shall be no more than three (3) ft. from the VIVTDS sensor and shall provide protection against a transient pulse with a pulse shape of 8/20µs and a max current of 75A. The unit shall weigh no more than two (2) lbs.

The EPM, surge protection unit for the VIVTDS sensor, shall have at most a max impulse discharge current of 40 KA and an impedance of at least 100 ohms. The unit should have at least Line-Line and Line-Ground protection options, and the POE current should not exceed 1.8A.

Environmental

The VIVTDS sensors and processor will need to meet or exceed the NEMA standard of -29° F up to 149° F and meet or exceed a 5-30Hz vibration test as well as a 10G shock test.

The VIVTDS processor shall have at least 0% to 95%, non-condensing. The VIVTDS sensor(s) shall have at least 0% to 100% relative humidity.

System Software

Each VIVTDS system will include client software for up to 8 sensors for detecting and counting the vehicle's entrance and exit of the intersection. The VIVTDS system will also include software for communicating with the traffic controllers and other electronic devices.

The client software shall be included with each VIVTDS system and should be downloaded and run on any personal computer with a Windows 7 or newer operating system. The client software at minimum should include management tools to perform the following:

- View, diagnose, configure, and reset individual sensor outputs
- View the status of inputs to enable setup and troubleshooting in the field
- Configure and view calls and phases
- The ability to create and define, as well as edit, vehicle zones, road masks, object masks, and pedestrian zones by drawing arbitrary shaped polygons using a computer
- View the site's configuration history
- Publish and revert back to previous configuration
- View video and images from the sensor within the software's interface
- Optionally access and use an API that is documented online and that uses HTTP
- Provide System Alerts for diagnostic and administrative events

The VIVTDS system will need to have optional data packages for purchased upgrades that provide count data, access to real time data, and system and user defined alerts. The count data shall be accessible directly from the processor or from a remote computer with a network connection. The count data will include at least the following type of reports:

- Turning movement counts, including U-turns
- Length based vehicle classifications
- Incidents reporting
- Volume
- 7 Day Volume
- Occupancy on Green
- Occupancy on Red
- Percentage of Arrivals on Green
- Percentage of Arrivals on Red

All reports should be exportable and downloadable in any of the following formats:

- PDF
- Excel
- Rich Text Format
- TIFF Image
- Web Archive

The alerts/notifications package for purchase should include at a minimum the following types of alerts:

- Wrong way vehicle detection
- Loss of visibility event
- Volume Exceeded

Vehicle Detection

VIVTDS system shall provide real time vehicle detection (within 500 milliseconds (ms) of vehicle arrival). The system should detect the presence of vehicles for up to 64 detection zones per VIVTDS sensor. The detection zones shall be sensitive to the direction a vehicle travels and the direction to be detected by each detection zone shall be programmable by a client software user.

Detection Zone Placement

The VIVTDS system should provide a flexible detection zone placement anywhere within one hundred (100) meters of the VIVTDS sensors. Preferred presence detector configurations shall be arbitrarily shaped polygons, including simple boxes, drawn across lanes of traffic or placed in line with lanes of traffic. A single VIVTDS sensor should replace one or more conventional detector loops.

Detection Zone Programming

Placement of detection zones will be done by means of a graphical interface using the MJPEG image of the roadway. The client software displays images of the detection zones overlaid on the video image of traffic while the VIVTDS processor is running. The detection zones, when operating, shall display outlined or filled, with a visible change indicating activation.

A laptop should be used to draw detection zones. Alternatively, a mouse, keyboard, and monitor may be connected directly to the processor to configure a site. The detection zones should be capable of being sized and shaped to provide optimal road coverage and detection. It should be possible to upload detector configurations to the VIVTDS processor and to retrieve the sensor configuration that is currently running in the VIVTDS processor through the client software. The configuration should also be retrievable from the VIVTDS system's cloud if properly backed up.

The user will be able to edit previously defined detector configurations in order to fine tune the detection zone placement size and shape. Once a detection configuration has been created, the system will provide a graphic display of the new configuration on its monitor. While this fine-tuning is being done, the sensor will be required to continue to operate from the sensor configuration, currently in

place. A user should be able to use a system command to revert to previous configurations stored in the client software or on the VIVTDS system's cloud if properly backed up.

When a vehicle occupies a detection zone, the detection zone on the live video will indicate the presence of a vehicle, thereby verifying proper operation of the system. The presence of the vehicle as well as the signal states will be indicated via colored LED lights on the front panel of VIVTDS processor. With the absence of images, the VIVTDS processor's display shall indicate proper operation of the detection zones.

Detection zones shall be sensitive to the direction of vehicle travel. The direction will be capable of being detected by each detection zone and will be programmable by the user. The vehicle detection zones will not activate if a vehicle is traveling in any direction other than the one specified for detection in the zone. Cross-street and wrong way traffic shall not cause a false detection.

Detection zones will be capable of an optional user defined call to detect a side entrance (90° or less angled entrance).

Design Field of View

The VIVTDS system will be able to reliably detect vehicle presence in the design field of view. The design field of view shall be defined as the sensor view when the image sensor is mounted thirty (30) feet (9 meters) or higher above the roadway, when the sensor is in front of all stop lines, no more than seventy-five (75) feet from the intersection center, and the beginning of the detection area is not greater than one hundred and fifty (150) feet from the image sensor. Within this design field of view, the VIVTDS processor should be capable of setting up a single detection zone for point detection (equivalent to the operation of a 6' x 6' inductive loop). A VIVTDS sensor, placed at the proper mounting height, is able to monitor up to and including five (5) traffic lanes per approach simultaneously. A single fisheye lens VIVTDS sensor, placed at the proper mounting height, should be able to monitor detection zones in an intersection of at a minimum of five (5) approaches.

Detection Performance

Detection accuracy of the VIVTDS system shall be comparable to properly operating inductive loops. Detection accuracy should include the presence of any vehicle in the defined detection zone regardless of the lane the vehicle is occupying. Occlusion produced by vehicles in the same or adjacent lanes shall not be considered a failure of the VIVTDS processor, but a limitation of the VIVTDS sensor placement.

Detection shall be 98% accurate in good weather conditions with slight degradation possible under adverse weather or road conditions (i.e. rain, snow, fog). Detection will be expected for the entire design field of view on a lane by lane or by approach basis.

Equipment failure, either sensor or VIVTDS processor, shall result in constant vehicle detection on affected detection zones. The VIVTDS system will be required to have the ability to place a constant call to a specific zone, if said zone loses visibility, while simultaneously making calls in the traditional manner in the remaining zones.

System Software Operation

The VIVTDS must transmit and receive all information needed for sensor setup, to monitor vehicle detection, to view vehicle traffic flow, and to interpret stored data. The remote communications link between the VIVTDS processor shall not interfere with the on-street detection of the VIVTDS processor.

The user should be able to view the detection area in a horizon to horizon fisheye view or in a configurable four (4) pane flattened view on the same screen. Each view should be able to be customized by the user, with the ability to digitally pan-tilt-zoom.

Installation and Training

The supplier of the VIVTDS system shall supervise the installation and testing of the sensors, processor, and other sensor components.

System installers will be required to be certified by the system manufacturer. A manufacturer's instructional guide will not be considered an adequate substitute for practical, classroom training and formal certification by an approved agency.

However, the manufacturer shall provide an online user guide and an electronic copy of the user guide within the client software and on board the VIVTDS processor for reference.

Formal levels of factory authorized training are required for installers, contractors and system operators. All training must be certified by the VIVTDS system manufacturer.

Warranty, Maintenance and Support

The video detection system must be warranted to be free of defects in material and workmanship for a period of 3 years from date of shipment from the manufacturer's facility. During the warranty period, the system manufacturer will be required to repair with new or refurbished materials, or replace at no charge, any product containing a warranty defect provided the product is returned FOB to the supplier's factory or authorized repair site. Return product, product for repair, or product to be replaced under warranty by the supplier shall have prepaid transportation. This warranty does not apply to any products damaged by accident, improperly operated, abused, serviced by unauthorized personnel or unauthorized modification.

Ongoing software support by the manufacturer includes updates of the VIVTDS processor's engine and updates to the client software shall be provided free of charge for the life of the system.

86-5.01E EMERGENCY VEHICLE PREEMPTION SYSTEM (EVP)

Multimode Priority Control System

Emergency vehicle Multimode Preemption system shall be the Global Traffic Technologies (GTT) Opticom Preemption System. All GTT Opticom equipment shall be new and obtained from the local authorized GTT Opticom dealer to secure the 5/ 10 year warranty. A multimode priority control system shall operate in a manner that allows Infrared, and GPS/Radio priority control technologies to

interoperate and activate one another in a consistent manner. The priority control system shall consist of a matched system of vehicle equipment and intersection equipment capable of employing both data-encoded radio communications to identify the presence of designated priority vehicles, as well as data-encoded infrared signaling communications. In priority vehicle mode, the data-encoded communication shall request the traffic signal controller to advance to and/or hold a desired traffic signal display selected from phases normally available. A record of system usage by agency identification number, vehicle classification and vehicle identification number shall be created. The system software shall support call history analysis and reporting across any subset of intersections and/or vehicles independent of activation method. System software shall also support both onsite and remote programming and monitoring of the priority control system.

Contractor to Provide and install the following as shown on plans:

GTT M -764 (MMPS) Multi Mode Phase selector

GTT M-768 (MMPS) Green Sense Panel and Harness

GTT GPS Radio Unit

GTT GPS Installation Cable

Intersection detection equipment will consist of a GPS receiver and radio transceiver connected to a multimode phase selector located in the intersection controller cabinet. The GPS radio unit receives the data-encoded radio signal from the GPS radio equipped vehicle and transfers the decoded information through detector cable to the multimode phase selector for processing. The intersection radios also communicates to vehicles and other intersection radios at distances of up to at least 2,500 feet (762m) with no obstructions.

The multimode phase selector shall be capable of receiving data encoded signals from either or both infrared and GPS radio detection equipment and combine the detection signals into a single set of tracked vehicles requesting priority activation. The multimode phase selector will process the vehicle information to ensure that the vehicle is (1) in a predefined approach corridor, (2) heading toward the intersection, (3) requesting priority, and (4) within user-settable range. The multimode phase selector shall treat the combined, single set of tracked calls with first come first served priority methodology within a given priority level. Arbitration between infrared signal intensity and GPS radio distance/ETA shall be first come first served methodology based on time of detection as each equipped vehicle reaches its programmed threshold.

When these conditions are met, the phase selector shall generate a priority control request to the traffic controller for the approaching priority vehicle. If the approaching vehicle has an active turn signal, the approach intersection shall relay the priority request to the next nearest in-range intersection in the direction of the approaching vehicle's turn signal. The output of the phase selector may also be varied depending on the state of the approaching vehicle's turn signal.

To ensure priority control system integrity, operation and compatibility, all components shall be from the same manufacturer. The system shall offer compatibility with most signal controllers, e.g. NEMA (National Electrical Manufacturers Association), 170. The system can be interfaced with most globally available controllers using the controller's preemption inputs. RS-232, USB and Ethernet interfaces shall be provided to allow management by on-site interface software and central software.

Matched Components

As stated above, the Opticom system is comprised of matched system components. These components are further described as follows:

1. Opticom GPS Components

- a. *Vehicle/Intersection radio/GPS module, Radio/GPS Antenna with factory terminated SMA connectors, and vehicle control unit.* The radio/GPS module shall obtain the vehicle position, speed and heading information and transmit this information only when within range of a GPS intersection. The vehicle control unit shall communicate with the radio/GPS module and provide the interface to the vehicle in order to monitor the vehicle's turn signal status, provide activation and disable inputs as well as regulate the vehicle power provided to the radio/GPS module.
- b. *Intersection Radio/GPS Module.* The intersection radio/GPS module shall transmit a beacon every second and receive the data transmitted by the vehicle equipment and relay this information to the phase selector as well as other system-equipped intersections. It shall also obtain position information from the GPS satellites.
- c. *Radio/GPS Cable.* The radio/GPS cable shall carry the data received from the intersection radio/GPS unit to the phase selector. It shall also carry the power for the radio and GPS components provided by the phase selector. The same cable shall be used to carry the data between the vehicle radio/GPS unit and the vehicle control unit. The cable used to connect the radio/GPS unit to the phase selector shall be a shielded 10 conductor data cable; the use of coax cable is not permitted.

2. Opticom System Multimode Components

- a. *Multimode Phase Selector.* The multimode phase selector shall recognize inputs from both infrared and GPS/radio activation methods at the intersection and supplies coordinated inputs to the controller. The multimode phase selector shall process the data in order to validate that all parameters required for granting a priority request are met. It shall be located within the controller cabinet at the intersection. It shall request the controller to provide priority to a valid priority vehicle by connecting its outputs to the traffic controller's preemption inputs.
- b. *Card Rack.* The card rack shall provide simplified installation of a phase selector into controller cabinets that do not already have a suitable card rack.

Multimode Phase Selector

- 1 The multimode phase selector recognizes inputs from both infrared and GPS/radio activation methods at the intersection and supplies coordinated inputs to the controller.
- 2 The multimode phase selector is designed to be installed in the traffic controller cabinet and is intended for use directly with numerous controllers. These include California/New York Type 170 controllers with compatible software, NEMA controllers, or other controllers along with the system card rack and suitable interface equipment and controller software.
- 3 The multimode phase selector will be a plug-in, four channel, multiple-priority, multi-modal device intended to be installed directly into a card rack located within the controller cabinet.

The multi-mode phase selector shall be capable of using existing Opticom IR or Opticom GPS card racks,

- 4 The multimode phase selector may be powered from either +24 VDC or 120VAC.
- 5 The multimode phase selector shall support front-panel RS-232, USB and Ethernet interfaces to allow management by on-site interface software and central software. An RS-232 port shall be provided on the rear card edge of the unit. Additional RS-232 communication ports shall be available using the Auxiliary Interface Panel.
- 6 The multimode phase selector shall include the ability to directly sense the green traffic controller signal indications through the use of dedicated sensing circuits and wires connected directly to field wire termination points in the traffic controller cabinet. This connection shall be made using the auxiliary interface panel.
- 7 The multimode phase selector shall have the capability of storing a minimum of 10,000 priority control calls. When the log is full, the phase selector shall drop the oldest entry to accommodate the new entry. The phase selector shall store each call record in non-volatile memory and shall retain the record if power terminates. Each preemption record entry shall include the following points of information about the priority call:

It shall be the responsibility of the contractor or that the authorized dealer of the emergency vehicle preemption equipment be present for the traffic signal function test. To insure installation and functioning of the GTT Opticom equipment, the representative from the dealer shall be certified and factory trained on the latest edition of GTT Opticom equipment and software. The dealers representative shall provide a test vehicle with the latest Opticom IR and GPS emitter as required for the testing. Please contact DDL Traffic Inc, the Sole Authorized Dealer for Southern California @ 714-321-7513.

Substantiated Warranty

GTT will warrant, provided the priority control system has been properly installed and tested by a GTT certified technician and operated and maintained component parts of a matched system to be defective in workmanship or material during the first (10) years from date of shipment from the manufacturer

86-5.02 PEDESTRIAN PUSH BUTTONS

New pedestrian push buttons shall be Type “B” with R10-3E placard (4 Part Countdown), shall have a minimum of two inches in diameter button and the force required to activate controls shall be no greater than five lbf. To prevent jamming, the push button assembly shall be enclosed with a self-contained spring mechanism, which can be attached directly to the electrical switch independent of the push button housing.

The housing shall be conical in shape to reduce vandalism and shall be coated with powdered paint.

New pedestrian push buttons shall be installed no higher than 40-inches from the finished sidewalk.

86-8.01 PAYMENT

The lump sum price payment for traffic signal installation and modification shall include full compensation for all labor, materials, equipment and work shown on the Plans and as directed by the Engineer. The lump sum price for traffic signal installation shall also include location, identification, and protection of utilities, potholing for utility crossings and pole foundations, providing and maintaining temporary wiring for signal operations during construction, fabrication and installation of construction signs, temporary traffic control plans and devices installation, restoration of existing improvements disturbed or affected by construction, adjustments in the location of equipment to be installed, or any other work required to provide the intended operation shown on the plans.

87-21.03B Maintaining Existing and Temporary Electrical Systems

87-21.03B(1) General

All work and materials required to keep the existing traffic signal and street lighting systems operational will be considered as included in the lump sum price bid for traffic signal modifications and installation work, and no additional compensation will be allowed therefore.

Traffic signal shutdowns shall be limited to the hours between 9 am and 3 pm and shall not be permitted on Fridays that City Hall is closed, Saturday or Sundays.

Where the Contractor installed facilities are damaged prior to final acceptance by the Engineer, the Contractor shall repair or replace such facilities at his own expense.

BONDING AND GROUNDING

Bond and ground all metallic conduit and installed hardware per the requirements of the NEG.

TESTING

Testing shall conform to the provisions in Section 86-2.14A, "Materials Testing", State Standard Specifications and these Special Provisions.

The Contractor's attention is directed to Section 7-1.16, "Contractor's Responsibility for the Work and Materials", of the State Standard Specifications. The Contractor is responsible for repairing any damage done to the work due to public traffic until acceptance of the work or relief of maintenance, as provided in Section 7-1.15, "Relief from Maintenance and Responsibility", of the State Standard Specifications.

Should any of the equipment fail to comply with the specifications, the Contractor shall correct the deficiency and resubmit the equipment for an additional test period. All testing subsequent to rejection of the equipment for failure to comply with the specification requirements will be at the expense of the Contractor. A copy of re-testing costs may be obtained from the City of Arcadia, Traffic Engineer.

Testing of the fiber optic cable and assemblies is covered elsewhere in these Special Provisions.

DAMAGE

Add the following to Section 7.1-11 of the State Standard Specifications:

Should the Contractor damage the existing signal poles, mast arms, vehicle signal heads, pedestrian heads, mounting hardware, luminaires and any other signal related equipment during his operation and the damaged item(s) is/are determined to be unsatisfactory for reuse by the City Traffic Engineer, the damaged item shall be replaced at the Contractor 's expense according these Special Provisions, Standard Plans and Standard Specifications.

SECTION V – FEDERAL REQUIREMENTS

In accordance with the Caltrans Local Assistance Procedure Manual (LAPM), PS&E Checklist Instructions (Exhibit 12-E), the following is the list of Federal Requirements for Federal-Aid Projects and the associated reference document:

<u>Requirements</u>	<u>LAPM Reference Document</u>
1 A. Required Federal Contract Provisions	Exhibit 12-G
2 B. DBE Goal	Exhibit 12-E (PS&E Checklist Instructions)
3 B. DBE Goal	Exhibit 9D (DBE Goal Calculation)
4 C. Certifications / Disclosures	Exhibit 12-H (Sample Bid)
5 D. Other Required Documents	LAPM 9-1 DBE Confirmation
6 D. Other Required Documents	Exhibit 12-B Bidders List of Subcontractors
7 D. Other Required Documents	Exhibit 15-G Local Agency Bidder DBE
8 D. Other Required Documents	Exhibit 15-H DBE Information - Good Faith Efforts
	<u>U.S. Dept of Labor (US DOL)</u>
9 E. Federal Wages Rates	General Decision Number CA20250026

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

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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 (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

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>.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

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

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

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

D. Prompt Payment of Withheld Funds to Subcontractors

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

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

contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

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

Any violation of these provisions 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 Replacement 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 replace 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.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

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, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
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 or exhibits credit unworthiness.
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.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
 - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
 - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs

to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

F. Commitment and Utilization

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

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. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. 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 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

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 DBE (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. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

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 must 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 local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE’s work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

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 (23 CFR 635.110).

6. CHANGED CONDITIONS

A. Differing Site Conditions

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

B. Suspensions of Work Ordered by the Engineer

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

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

C. Significant Changes in the Character of Work

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

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

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

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

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

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States 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 produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

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. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products [such as:](#)
 - [2.1 Polyvinylchloride](#)
 - [2.2 Composite Building Materials](#)
3. Glass
4. [Fiber optic cable \(including drop cable\)](#)
5. [Optical fiber](#)
6. Lumber
7. [Engineered wood](#)
8. Drywall

[All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.](#)

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

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

A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local 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 and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

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

[Form FHWA-1273 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.]

*[The current version of Form FHWA-1273 is accessible at FHWA's website:
<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>]*

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: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9	
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6	
	7400 San Jose, CA	19.6	
	CA Santa Clara, CA		
	7485 Santa Cruz, CA	14.9	
	CA Santa Cruz		
	7500 Santa Rosa	9.1	
	CA Sonoma		
177	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1	
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2	
	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1	
	CA Placer; CA Sacramento; CA Yolo		
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3	
	178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
		CA Stanislaus	
		8120 Stockton, CA	24.3
CA San Joaquin			
Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne		19.8	
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1	
	CA Kern		
	2840 Fresno, CA	26.1	
	CA Fresno		
	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6	

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

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

13. TITLE VI ASSURANCES

[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.

Note: 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).

Federal Trainee Program Special Provisions
(to be used when applicable)**14. 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 [shown on the Notice of Bidders](#).

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 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

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S. Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor's performance under this section.

15. 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.

Exhibit 12-E: PS&E Checklist Instructions

The PS&E Checklist is to be completed by the Local Public Agency (LPA) in accordance with the following instructions.

I. Highway System and Functional Classification

A. National Highway System

Some PS&E requirements depend on whether the project is on or off the National Highway System (NHS). For FHWA approved NHS maps, see:

http://www.fhwa.dot.gov/planning/national_highway_system/nhs_maps/

B. Functional Classification

Federal-aid eligibility, design guidance as well as some PS&E requirements depend on the functional classification of the route the project is on. For more guidance see FHWA's Guidance for the Functional Classification of Highways Website at: <http://www.fhwa.dot.gov/policy/ohpi/hpms/fchguidance.cfm>.

To find the functional classification of the project, please refer to Caltrans CRS maps at <https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=026e830c914c495797c969a3e5668538>.

II. Project Scope of Work

Scope of work in the PS&E must be consistent with what is identified in the original scoping document or application. Otherwise, appropriate approvals must have been obtained.

III. Type of Construction

Design Guidance as well as some oversight responsibilities depend on the type of construction. If the project includes bridges and other structures only, check the box for 'Bridges and Other Structures Only'.

IV. Method of Construction

A. Contracting Method

Unless justified by a Public Interest Finding (PIF), all federal-aid construction contracts must be awarded to the lowest responsible bidder of a competitive bid process. A PIF justification is not required when using Design-Build, CMGC, or ID/IQ contracting methods. See Section 12.4: Method of Construction of the LAPM for additional information.

B. Force Account (Day Labor)

A Public Interest Finding (See Section 12.4: Method of Construction of the LAPM and Exhibit 12-F: Request for Approval of Cost-Effectiveness/Public Interest Finding) must justify any force account construction work performed by the LPA. Check the appropriate boxes and process the PIF as required.

V. Environmental Analysis

The preparation of PS&E must reflect findings of the environmental analysis performed for the project. By checking the box, the LPA certifies that the necessary actions called for by the environmental documents have been responded to in the PS&E and the Environmental Commitment Record (ECR) equivalent addressing all the environmental mitigations have been included in the PS&E package. Failure to check the box will result in denial of the Request for Authorization. See Section 12.3: Environmental Procedures of the LAPM for additional guidance.

VI. Value Engineering Analysis (VA)

A value engineering analysis is required for:

1) all federal-aid highway projects on the NHS with a total estimated project cost of \$50 million or more; (2) all federal-aid bridge projects with an estimated total cost of \$40 million or more; (3) any major project (as defined in 23 U.S.C.106(h)), located on or off of the NHS, that utilizes federal-aid highway funding in any

contract or phase comprising the major project; (4) any project where a VA has not been conducted and a change is made to the project's scope or design between the final design and the construction letting which results in an increase in the project's total cost exceeding the thresholds identified in (1), (2) or (3) of this section; and (4) any other project FHWA determines to be appropriate that utilizes federal-aid highway program funding. In addition to the federal requirements, local HBP projects entail a VA for both NHS and non-NHS bridge projects with an estimated total cost of \$40 million or more. Design/Build projects are excluded. See Section 12.5: Value Engineering Analysis of the LAPM for additional guidance.

VII. Geometric Design Standards

If the project does not change existing geometrics, this section does not apply and the LPA is not required to check any boxes.

Geometric Design Guidance Used

New and reconstruction projects on the NHS must be designed in accordance with Standards as defined in the current edition of "A Policy on Geometric Design of Highways and Streets," published by the American Association of State Highway and Transportation Officials (AASHTO). The minimum standards for geometric design of local federal-aid resurfacing, restoration, and rehabilitation (3R) projects on the NHS are shown in Exhibit 11-A: Geometric Design Standards for Local 3R Projects. Local geometric design guidance that has been developed for use on locally funded new and reconstruction, or 3R projects off the NHS, may be used subject to the conditions listed in Chapter 11: Design Guidance. Check appropriate box only if this section applies.

VIII. Bridge Design Procedures

All bridges must be designed in accordance with the current edition of the Caltrans Bridge Design Specifications Manual and the latest California amendments to the AASHTO LRFD Bridge Design Specifications. Check if requirements met, or if the project does not include any bridge construction indicate requirements does not apply.

IX. Standard Plans

For projects off the State Highway System, the LPA may use current Caltrans Standard Plans, current Standard Plans for Public Works Construction, or current Local Approved Standard Plans subject to the conditions described in Chapter 11: Design Guidance and Section 12.6: Plans of the LAPM. To ensure the current Standard Plans are utilized, please specify the year/version.

X. Project Plans and specifications

Project plans and specifications must be signed and stamped on behalf of the LPA by the person in responsible charge and who is a registered professional engineer licensed to practice in the State of California (see Section 12.6: Plans of the LAPM).

A temporary traffic control (TTC) plan must be included in the PS&E for all federal-aid highway construction projects. If the TTC plan is not included, reference to Signs/Striping Plans pertaining to the project in Standard Plan must be indicated in the specification.

Check the first two boxes to indicate requirements are met. **Failure to check both boxes will result in denial of the Request for Authorization.**

Erosion control plans may be required, see Section 12.6: Plans in the LAPM. If required, check box.

Whenever applicable, project plans and specifications will need to comply with the Federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35 or Part 36, and the California and Local Building Codes within the project limits. In accordance with 28 CFR Sec. 35.151, curbs ramps must meet current ADA standards if the project includes streets that are to be newly constructed or altered (includes repaving). For ADA requirements, see Chapter 11: Design Guidance, and Section 12.6: Plans of the LAPM. If ADA requirements apply and will be complied with, check box.

XI. Standard Specifications

For projects off the State Highway System, the LPA may use current Caltrans Standard Specifications and Standard Special Provision, the current Standard Specifications for Public Works Construction, or current Local Approved Standard Plans subject to the conditions described in Chapter 11: Design Guidance. To ensure the current Standard Plans are utilized, please specify the year/version.

XII. Federal Requirements

Federal-aid projects are classified based on whether they are located on the National Highway System including interstate, primary state highways and secondary local roads. However, some projects are treated as federal-aid projects regardless of their locations.

- A. Required Federal Contract Provisions** - Ensure Exhibit 12-G: Required Federal-aid Contract Language or equivalent provisions are in the contract. Inserting unmodified Exhibit 12-G with appropriate information filled, into the project's contract is strongly recommended. Provide page numbers if using equivalent provisions.

Form FHWA-1273 must be physically inserted unmodified into the executed contract.

Provisions for liquidated damages shall be included in all Federal-aid contracts on the NHS (see Chapter 12: Plans, Specifications & Estimate of the LAPM for requirements).

Current Buy America regulations are discussed in Section 12.8, Federal Contract Requirements of the LAPM. Buy America requirements do not apply to minimal use of the material such that the cost, delivered to the project site, is less than \$2,500 or one-tenth-of-one-percent of the contract amount, whichever is greater. Buy America applies if federal dollars are used on any phase of the project.

Section 12.8: Federal Contract Requirements of the LAPM includes information for On-the-Job Training.

Please note that among all the federal requirements, the most frequent deficiencies (or missing requirements) are observed from '6. Changed Conditions', '12. Female and Minority Goals', and '14. Federal Trainee Program'. Inserting unmodified Exhibit 12-G into the contract is suggested as the best way to mitigate such deficiencies.

B. DBE Goal

Individual DBE contract goals will be established. Complete evaluation documentation is required and shall be retained for each contract (see LAPM Chapter 9: Civil Rights and Disadvantage Enterprise).

In some cases, the contract DBE goal may be zero due to the extremely limited subcontracting opportunities for DBEs, the lack of certified DBEs willing to work in the geographic area in which work is to be performed, or other reasons. Documentation is required verifying that the LPA has determined that a zero percent DBE goal is appropriate. Documentation must be based on the DBE contract goal methodology with the specific project-related work codes and DBEs highlighted. In some cases, there may be no contract goal (which is different than zero percent goal) if, for example, the contract is sole-source or non-profit.

C. Certification/Disclosures

The certification and disclosure forms listed in Exhibit 12-H: Sample Bid must be included in all federal-aid projects. Except for the Disclosure of Lobbying form and instructions, equivalent provisions may be used. See Section 12.8: Federal Contract Requirements of the LAPM for more information.

D. Other Required Forms

Two forms, or their equivalents, relating to subcontractors must be included as part of the bid package. Exhibit 15-G: Local Agency Bidder DBE Commitment (Construction Contracts), and Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE). Exhibit 15-H: DBE Information - Good Faith Efforts must also be part of the bid package if the DBE goal was not met.

E. Federal Wage Rates

If payment of federal predetermined wages is required per instructions in Subparagraph B.2.a “Section IV. Payment of Predetermined Wages,” they must be physically incorporated into the final contract documents and in all related subcontracts signed by the local agency and the contractor.

Check appropriate box (i.e., Federal Wage Rates are included in the contract advertising package, referenced by the Internet Web site address, or not required) and indicate page number if applicable.

It must be emphasized that if the website address is used in the advertising package, the final contract package upon signed by the LPA and the contractor, must physically contain the Federal Wage Rates as revised by addendums, if any addendums were issued.

By checking the box, the LPA is indicating that they are aware of the requirement to monitor federal prevailing wage rates up to bid opening; see Chapter 15, Section 15.3: Federal Wage Rate Determinations for further information.

F. Relations with Railroad

Where construction of a federal-aid project requires use of railroad properties or adjustments to railroad facilities, there shall be an agreement in writing between the local agency and the railroad company. The pertinent portions of the agreement applicable to any protective services required during performance of the work shall be included in the project specifications and special provisions.

Check appropriate box (i.e., provisions are included or not required). If provisions are included, indicate page number.

XIII. Restricted Contract Provisions

Unless otherwise noted, see Section 12.9: Restricted Contract Provisions of the LAPM for detailed guidance.

A. Indian Preferences

Generally, LPAs may not use local hiring practices. However, SAFETEA-LU permits an Indian employment preference provision for projects on or near Indian reservations or Indian lands. Check the appropriate box.

B. Bonding and Prequalification

Bonding and prequalification procedures are not required for federal-aid projects. However, any procedures or requirements for bonding, insurance, prequalification, qualification, or licensing of contractors shall not be used which may operate to restrict competition, prevent submission of a bid by or prohibit consideration of a bid submitted by any responsible contractor, whether a resident or nonresident of California. Check appropriate boxes, and if bonding and/or prequalification are used, check the last box to indicate the requirement will be met.

C. Price Adjustment Clauses

Price adjustment clauses may be implemented if certain conditions are met. If these clauses are used, the local agency must provide documentation of the required conditions in the project files. Check the appropriate box.

D. Warranty Clauses

Warranty clauses may be implemented if the conditions described in Section 12.11: Materials and Equipment of the LAPM are met. The LPA must provide documentation of the required conditions in the project files. Check the appropriate box.

E. Project Labor Agreement

If the LPA would like to use a Project Labor Agreement (PLA) on a federal-aid construction contract, the LPA should submit a request for approval to their DLAE that includes the draft PLA and written justification describing why the project advances the interest of the government. The approval of the PLA should be received prior to construction authorization.

XIV. Materials and Equipment

Unless otherwise noted, see Section 12.11: Materials and Equipment of the LAPM for details.

A. Publicly Owned Equipment (for use by Contractor)

The use of publicly owned equipment on a project going to bid must be justified with a Public Interest Finding. The LPA may approve the use provided it meets conditions described in Section 12.11: Materials and Equipment. Check the appropriate box.

B. Contractor Purchases for Local Ownership

The cost of equipment purchased by the local agency or by the contractor with ownership transferred to the local agency for construction engineering is limited. Check the appropriate box.

C. Convict Produced Materials

Materials produced by convict labor may be used on any federal-aid project if they meet certain conditions. Check appropriate box.

D. Local Public Agency Furnished Materials

The use of LPA furnished materials must be supported by a Public Interest Finding justifying the use (see Section 12.12: Estimates of the LAPM). The justification must be approved by the LPA and documented in the project files. If these materials are included, check the appropriate box indicating the method of acquisition.

XV. Preliminary Estimate

An estimate of the contract items of work must be prepared in a format which describes the items of work, unit amount, quantity, unit price, amount, a subtotal, contingencies, and a total (LAPM 3-A: Project Authorization/Adjustment Request or equivalent). The estimate must be broken down into items sufficient in detail to meet the stated requirements. Check boxes if these requirements are met.

If non-participating items of work are included in the project, check box. These items can be found at: <https://dot.ca.gov/-/media/dot-media/programs/construction/documents/contract-administration/change-order-information/fhwa-nonpart-cost-items-a11y.pdf>

If the project is funded with more than one type of federal-aid it must be segregated by fund types (see LAPM Chapter 3: Project Authorization). Check box if this requirement is met.

XVI. Project Management Plans and Financial Plans

LPAs receiving an amount of federal financial assistance for projects with an estimated total cost exceeding \$100 million must have a financial plan and projects exceeding \$500 million must also have a project management plan. For details of the required submittal and approval of these two plans refer to LAPM Chapter 2: Roles and Responsibilities.

XVII. Local Public Agency Signature

The Federal Contract Provisions Checklist must be signed by the person preparing the contract specifications. The checklist must be signed even if prepared by the same person who will sign the PS&E Certification.

XVIII. Caltrans Acceptance

Caltrans will indicate the appropriate acceptance statement based on the type of review, as described in Section 12.13: PS&E Certification of the LAPM and sign the bottom of the form.

(1) Federal Aid Number: 5298(028)

[EXHBIT 9D]

(2) Local Agency: City of Barstow

(3) Project Title: Traffic Signal System Improvements on Main Street and Barstow Road

Signal system improvements at 13 signalized intersections on Main

(4) Project Description: Street and Barstow Road; signal controllers, GPS timing clocks, monitors, signal heads, ped heads, ped push buttons, EVP and VDS

(5) Phase (Please mark below)		(6) Contract Type (please mark below)	
PE		On-Call	
CE		Multi-phase	
PE and CE		Project Specific	X
CON	X		

(7) Item No.	(8) Approx. Quant.	(9) Meas. Unit	(10) Item Description	(11) Unit Price	(12) Total	(13) Likely to be Performed by Sub-contractor (Y=Yes)?	(14) Trucking or Supply of Material Involved (Y=Yes)?	(15) Work Category Code (enter a code if corresponding cell in either Column G or H is "Y")	(16) Number of Available DBEs	(17) DBE Work Factor (100% if DBEs ≥ 7 12% if supply component 10% if trucking component)	(18) DBE Work Amount	(19) Comment
1	1	LS	Mobilization, Bonding, and Insurance									
2	13	EA	Furnish and Install new 2070E Controllers			Y	Y	C0686/C8603	21/12	12%		Supply
3	13	EA	Furnish and Install new GPS Timing Source Units			Y	Y	C0686/C8603	21/12	12%		Supply
4	13	EA	Furnish and Install new Conflict Monitor			Y	Y	C0686/C8603	21/12	12%		Supply
5	13	EA	Furnish and Install EVP Opticom Systems			Y	Y	C0686/C8603	21/12	12%		Supply
6	10	EA	Furnish and Install Video Detection System and Cameras			Y	Y	C0686/C8603	21/12	12%		Supply
7	168	EA	Furnish and Install new Traffic Signal Vehicle Signal Heads and Backplates			Y	Y	C0686/C8603	21/12	12%		Supply
8	86	EA	Furnish and Install new LED Countdown Pedestrian Signal Heads			Y	Y	C0686/C8603	21/12	12%		Supply
9	13	EA	Furnish and Install new Pedestrian Push Buttons			Y	Y	C0686/C8603	21/12	12%		Supply
10	15	EA	Install new Sign on Traffic Signal Pole			Y	Y	C0686/C8603	21/12	12%		Supply
11	5	EA	Install new Sign on Mast Arm			Y	Y	C0686/C8603	21/12	12%		Supply

(20) WORK ITEM TOTAL

(21) TOTAL DBE WORK AMOUNT

(22) X 80% Factor X 80%

(23) DBE CONTRACT GOAL AMOUNT

(24) DBE Goal Percentage **9%**

(25) Work Code	(26) Category
C0686	ELECTRICAL AND SIGNALS SUPPLIER
C1201	TRAFFIC CONTROL
C8602	SIGNAL& LIGHTING
C8603	SIGNAL

(27) Local Agency Contact E-mail: _____

(28) Date: _____

(29) District Received by: _____

(30) Date: _____

Exhibit 12-H: Sample Bid

CITY / COUNTY OF _____

DEPARTMENT OF PUBLIC WORKS

BID

FOR

(PROJECT DESCRIPTION)

IN

(LOCATION)

Notice to bidders and Special Provisions dated: _____
 Project Plans approved: _____
 Standard Specifications dated: _____
 Standard Plans dated: _____

Contract No. _____

Federal Aid Project No. _____

Bid Opening Date: _____

(DO NOT DETACH)

PROPOSAL TO THE CITY / COUNTY OF _____

DEPARTMENT OF PUBLIC WORKS

CONTRACT NO. - _____

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE () _____

FAX NO: AREA CODE () _____

CONTRACTOR LICENSE NO. _____

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with Current California Department of Transportation Standard Plans, Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are dated (Insert advertisement date) and are entitled:

CITY / COUNTY OF _____

DEPARTMENT OF _____

NOTICE TO **BIDDERS** AND SPECIAL PROVISIONS FOR

(Description of Work)

IN

(Location)

The project plans for the work to be done were approved _____ and are entitled:

CITY / COUNTY OF _____

DEPARTMENT OF _____

PROJECT PLANS FOR

(Description of Work)

IN

(Location)

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the *CITY/COUNTY OF* _____ 's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided. Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY/COUNTY OF* _____, and that discretion will be exercised in the manner deemed by the *CITY/COUNTY OF* _____ to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY/COUNTY OF* _____ respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *CITY/COUNTY OF* _____, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *CITY/COUNTY OF* _____ that the contract has been awarded, the *CITY/COUNTY OF* _____ may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the *CITY / COUNTY OF* _____.

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

BID ITEM LIST

ITEM NO.	ITEM CODE	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						

TOTAL BID

NOTE: "TOTAL BID" is only on the last page of the Bid Item List.

The Bidder must list the name and address, Contractor license number, and description of portion of work subcontracted of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions of the Standard Specifications and of the special provisions.

LIST OF SUBCONTRACTORS

Business Name and Location	California Contractor License Number	Contractor Division of Industrial Relations Registration Number	Description of Portion of Work	Bid Items Numbers	Percentage of Bid Item Subcontracted

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

PUBLIC CONTRACT CODE**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not ____ 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.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No _____

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.

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

To the CITY / COUNTY of _____
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.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 2, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

**NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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

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

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

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

Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

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

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

License No. _____ Classification(s) _____

ADDENDA

This Proposal is submitted with respect to the changes to the contract included in addenda number/s

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

CITY / COUNTY OF _____
DEPARTMENT OF _____

BIDDER'S BOND

We, _____
_____ as Principal, and

as Surety are bound unto the City/County of _____, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20 ____.

Principal

Surety
By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS

On this _____ day of _____ in the year 20 ____ before me
_____, personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL) _____
Notary Public

Insert completed
[Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)*]
here.

Insert completed
[LAPM 9-I *DBE Confirmation*]
here.

Insert completed
[Exhibit 15-H *DBE Information —Good Faith Efforts*]
here.

Attach
[RAILROAD AGREEMENT]
(if required)

SAMPLE AGREEMENT

CITY / COUNTY OF _____

DEPARTMENT OF _____

CONTRACT NO. _____

THIS AGREEMENT, made and concluded, in duplicate, _____,
between the City/County of _____ thereof, party of the first part, and

Contractor, party of the second part.

ARTICLE I.--WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the City/County of _____, the work described in the special provisions and the project plans described below, including any addenda thereto. and also in conformance with current California Department of Transportation Standard Plans, the Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be done are dated _____ and are entitled:

CITY / COUNTY OF _____;

DEPARTMENT OF _____

NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS FOR

PROJECT DESCRIPTION

IN

PROJECT LOCATION

The project plans for the work to be done were approved _____ and are entitled:

CITY / COUNTY OF _____

DEPARTMENT OF _____

PROJECT PLANS FOR

PROJECT DESCRIPTION

IN

PROJECT LOCATION

Exhibit A - For Federal-Aid Contracts

Insert

[Unmodified Form FHWA-1273, Required Contract Provisions Federal Aid Contracts]
here.

Exhibit B - For Federal-Aid Contracts

Insert

[Minimum Federal Wage Rates Determinations]
here.

ARTICLE II.--The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.--The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith. When the project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate. Federal wage rates can be found in Appendix X.

ARTICLE IV.--By my signature hereunder, as Contractor, I certify that 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 conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.--And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the (*NAME OF LOCAL AGENCY, DEPARTMENT OF _____*), and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

ARTICLE VI.--The provisions of Form FHWA 1273 is hereby physically attached, unmodified as a part of this contract (Exhibit A). This provision applies to federal-aid contracts and all work performed by subcontracts and subsequent lower-tier subcontracts and required be physically included in each executed contract.

ARTICLE VII.-- The Minimum Federal Wage Rates Determination is hereby physically attached, in conformance with federal 10-day rule as a part of this contract (Exhibit B). This wage rate determination applies to federal-aid contracts and all work performed exceeding \$2000 by subcontracts and subsequent lower-tier subcontracts and required be physically included in each executed contract (where applicable).

BID ITEM LIST

Item No.	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
		(Items in CONTRACT will be the same as those bid in PROPOSAL)				

IN WITNESS WHEREOF, The parties to these presents have here-unto set their hands the year and date first above written

CITY / COUNTY OF _____
DEPARTMENT OF PUBLIC WORKS

By _____
Authorized Local Agency Representative

Contractor

By _____

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

License No. _____

Federal Employer Identification

Number _____

Approved as to form and legal effect:

Attorney, City / County of _____

Approved Effective _____

CITY / COUNTY OF _____
DEPARTMENT OF PUBLIC WORKS

SAMPLE PAYMENT BOND
(Section 3247, Civil Code)

WHEREAS, The City / County of _____, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City / County of _____ SS

On this _____ day of _____ in the year 20 ____ before me _____, personally appeared _____, personally known to me (or proved to me
Attorney-in-fact

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

Notary Public

CITY / COUNTY OF _____
DEPARTMENT OF PUBLIC WORKS

SAMPLE PERFORMANCE BOND
(To Accompany Contract)

Bond No. _____

WHEREAS, the City / County of _____, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the City / County of _____ in the sum of \$ _____ dollars (\$ _____), to be paid to said City / County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the City / County of _____, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20__.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City / County of _____ SS

On this _____ day of _____ in the year 20__ before me _____, a notary public in and for the City / County of _____, personally appeared _____, known to me to be the person whose name is subscribed to this

Attorney-in-fact
instrument and known to me to be the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

NOTARY PUBLIC

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

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

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

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	

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

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

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number		DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
					DIR Reg Number				
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
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NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION		\$
22. Local Agency Contract Number:		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.		%
23. Federal-Aid Project Number:				
24. Bid Opening Date:				
25. Contract Award Date:				
26. Award Amount:		Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		
27. Local Agency Representative's Signature	28. Date	17. Preparer's Signature	18. Date	
29. Local Agency Representative's Name	30. Phone	19. Preparer's Name	20. Phone	
31. Local Agency Representative's Title		21. 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.

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

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

LOCAL AGENCY SECTION

- 22. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 23. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 24. Bid Opening Date** - Enter the date contract bids were opened.
- 25. Contract Award Date** - Enter the date the contract was executed.
- 26. Award Amount** – Enter the contract award amount as stated in the executed contract.
- 27. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 28. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 29. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 30. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 31. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

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

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-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 meet or exceed the DBE contract goal.

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

- 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:

"General Decision Number: CA20250026 03/28/2025

Superseded General Decision Number: CA20240026

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: San Bernardino 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)(1).

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:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 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 2025.
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:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 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 2025.

|_____ |_____ |

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	01/03/2025
1	01/10/2025
2	01/24/2025
3	02/07/2025
4	02/21/2025
5	02/28/2025
6	03/28/2025

ASBE0005-002 09/01/2023

	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).....	\$ 36.97	20.36

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

 BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 51.98	42.11

 * BRCA0004-011 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 45.53	20.29

*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 06/01/2024

	Rates	Fringes
MARBLE FINISHER.....	\$ 43.38	15.36
TILE FINISHER.....	\$ 37.96	13.77
TILE LAYER.....	\$ 51.82	19.32

 * BRCA0018-010 09/01/2024

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 42.11	14.67
TERRAZZO WORKER/SETTER.....	\$ 49.62	15.26

 CARP0213-001 01/01/2024

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 48.86	22.88
(2) Millwright.....	\$ 49.36	22.88

(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framers, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 48.99	22.88
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 40.77	22.38
(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.

 CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in "'Rates' column are per day

 CARP0213-004 01/01/2024

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 48.86	22.88
STOCKER/SCRAPPER.....	\$ 20.80	9.97

 CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

 ELEC0440-004 12/31/2024

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 45.23	3%+19.11
Technician.....	\$ 33.09	15.89

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 alarms, 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.

 ELEC0477-002 06/01/2024

	Rates	Fringes
Electricians:.....	\$ 53.15	3%+27.48

CABLE SPLICER: \$1.50 per hour above Electrician rate.

TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:

Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors

Zone B - Any work performed outside Zone A's 80 road miles, shall add \$12.00 per hour to the current wage scale.

 ELEC1245-001 01/01/2025

Rates	Fringes
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LINE CONSTRUCTION

(1) Lineman; Cable splicer..\$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 53.30	22.26
(3) Groundman.....\$ 40.76	21.76
(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 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 69.43		38.435+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.

ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....\$ 64.10		38.75
(2) Dredge dozer.....\$ 58.13		38.75
(3) Deckmate.....\$ 58.02		38.75
(4) Winch operator (stern winch on dredge).....\$ 57.47		38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....\$ 56.93		38.75
(6) Barge Mate.....\$ 57.54		38.75

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80

GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 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);Coil Tubing Rig 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);Direct Push Operator (Geoprobe or similar types) 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 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 types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator

(gunite 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; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) 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 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 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 (scrapers, 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); Spyder Excavator Operator, with all attachments

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.);

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) ; Tower crane operator and tower gantry

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,m 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 thin 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

 IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 45.78	26.51
Ornamental, Reinforcing and Structural.....	\$ 50.70	35.15

PREMIUM PAY:

\$9.00 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 Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
 Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-005 07/01/2024

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 43.88	25.13

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 07/01/2024

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 53.48	22.77
GROUP 2.....	\$ 52.53	22.77
GROUP 3.....	\$ 48.99	22.77

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

LAB00783-002 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, cabetender; 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

LAB00783-005 07/01/2024

	Rates	Fringes
Brick Tender.....	\$ 41.53	22.54

LAB01184-001 07/01/2024

	Rates	Fringes
Laborers: (HORIZONTAL		
DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 45.34	20.06
(2) Vehicle Operator/Hauler.	\$ 45.51	20.06
(3) Horizontal Directional		
Drill Operator.....	\$ 47.36	20.06
(4) Electronic Tracking		
Locator.....	\$ 49.36	20.06

Laborers: (STRIPING/SLURRY
SEAL)

GROUP 1.....	\$ 46.65	23.17
GROUP 2.....	\$ 47.95	23.17
GROUP 3.....	\$ 49.96	23.17
GROUP 4.....	\$ 51.70	23.17

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

LAB01414-003 08/07/2024

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 43.57	25.17
PLASTER TENDER.....	\$ 46.12	25.17

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:
 Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air
 Station-29 Palms, Imperial Beach Naval Air Station, Marine
 Corps Logistics Supply Base, Marine Corps Pickle Meadows,
 Mountain Warfare Training Center, Naval Air
 Facility-Seeley, North Island Naval Air Station, Vandenberg
 AFB.

 PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 38.52	18.64

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 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 49.33	26.82

 * PAIN0036-015 01/01/2025

	Rates	Fringes
GLAZIER.....	\$ 53.05	30.64

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 01/01/2025

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 45.15	19.43

PLAS0200-008 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

FORT IRWIN; MARINE CORPS AIR STATION 29 PALMS, AND MARINE
CORPS LOGISTICS SUPPLY BASE: \$3.00 additional per hour.

PLAS0500-002 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.00	27.11

PLUM0016-002 09/01/2024

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Work at Edwards AFB.....	\$ 66.48	26.61
Work at Fort Irwin Army Base.....	\$ 67.68	26.51
Work at Marine Corps Logistic Base at Nebo, Marine Corps Logistic Base at Yermo and Twenty-Nine Palms Marine Base.....	\$ 66.48	26.61
Work ONLY on new additions and remodeling of bars, restaurants, 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.....	\$ 44.24	23.96
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.....\$ 59.48 26.61

PLUM0345-001 09/01/2023

Rates Fringes

PLUMBER

Landscape/Irrigation Fitter.\$ 40.20 25.90
Sewer & Storm Drain Work....\$ 44.29 23.28

ROOF0036-002 08/01/2024

Rates Fringes

ROOFER.....\$ 49.43 20.58

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.

SFCA0669-009 01/01/2025

Does not include the northern part of the City of Chino, or the Cities of Montclair and Ontario

Rates Fringes

SPRINKLER FITTER.....\$ 47.45 28.50

SFCA0709-004 09/01/2023

THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF MONTCLAIR AND ONTARIO:

Rates Fringes

SPRINKLER FITTER (Fire).....\$ 54.29 32.00

SHEE0105-003 01/01/2025

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.....	\$ 59.31	30.43
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 56.95	30.04

TEAM0011-002 07/01/2024

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 39.59	34.34
GROUP 2.....	\$ 39.74	34.34
GROUP 3.....	\$ 39.87	34.34
GROUP 4.....	\$ 40.06	34.34
GROUP 5.....	\$ 40.09	34.34
GROUP 6.....	\$ 40.12	34.34
GROUP 7.....	\$ 40.37	34.34
GROUP 8.....	\$ 40.62	34.34
GROUP 9.....	\$ 40.82	34.34
GROUP 10.....	\$ 41.12	34.34
GROUP 11.....	\$ 41.62	34.34
GROUP 12.....	\$ 42.05	34.34

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.

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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) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the

classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.

The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"