SPECIFICATION and CONTRACT DOCUMENTS

FOR

MONTEREY ROAD PRESERVATION PROJECT

FEDERAL-AID PROJECT NO. STPL-5152 (021)

CITY OF MORGAN HILL

MORGAN HILL, CALIFORNIA
PUBLIC WORKS DEPARTMENT

PREPARED BY
PUBLIC WORKS DEPARTMENT
MARCH, 2017
NOTICE INVITING BIDS

1. **Bid Acceptance.** The City of Morgan Hill (“City”), will accept sealed bids for its Monterey Road Preservation Project (“Project”), by or before **Thursday, April 20, 2017 at 2:00 p.m.,** at Morgan Hill City Hall, located at 17575 Peak Avenue, Morgan Hill, California, at which time the bids will be publicly opened and read aloud.

2. **Project Information.**
   
   2.1 **Location and Description.** Project is located on Monterey Road between East Dunne Avenue and East Middle Avenue and the Scope of Work is described as follows: full depth AC pavement repair, pavement milling, crack sealing, paving mat, AC overlay, installation of traffic loops, raising utility boxes and replacement of all existing traffic delineation.

   2.2 **Time for Completion.** The planned timeframe for commencement and completion of construction of the Project is: **75 calendar days.**

3. **License and Registration Requirements.**
   
   3.1 **License.** This Project requires a valid California contractor’s license for the following classification(s): A-General Engineering Contractor or C12 - Earthwork and Paving Contractors.

   3.2 **DIR Registration.** City will not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

4. **Contract Documents.** The plans, specifications, bid and contract documents for the Project (“Contract Documents”) may be obtained from the City of Morgan Hill, at 17575 Peak Avenue, Morgan Hill, CA, (408) 778-6480. **Contractors may obtain a copy of the Contract Documents for Twenty-Five Dollars ($25) per set. A Five Dollar ($5) charge will be added for mailing by USPS. Electronic copies of the Contract Documents are available on CD for Ten Dollars ($10.00). To download plans and specifications at no charge, register at www.publicpurchase.com.**

5. **Bid Proposal and Security.**
   
   5.1 **Bid Proposal Form.** Each Bid must be submitted using the Bid Proposal form provided with the Contract Documents.
5.2 Bid Security. The Bid Proposal must be accompanied by bid security of ten percent (10%) of the maximum bid amount, in the form of a cashier’s or certified check made payable to City of Morgan Hill, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that upon award of the bid, the bidder will execute the Contract and submit payment and performance bonds and insurance certificates as required by the Contract Documents within ten (10) days after issuance of the notice of award.

6. Prevailing Wage Requirements.

6.1 General. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

6.2 Rates. These prevailing rates are available online at [http://www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR). Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight (8) hours. The rate for holiday and overtime work must be at least time and one-half (1/2).

6.3 Compliance. The Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, under Labor Code Section 1771.4.


The DBE Goal for this project is 6.0%.

8. Performance and Payment Bonds. The successful bidder will be required to provide performance and payment bonds for one hundred percent (100%) of the Contract Price.

9. Substitution of Securities. Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code Section 22300.

10. Subcontractor List. Each bidder must submit the name, location of the place of business, and California contractor license number and DIR registration number for each Subcontractor who will perform work or service or fabricate or install work for the prime contractor in excess of one-half
(1/2) of one percent (1%) of the bid price, using the Subcontractor List form included with the Contract Documents.

11. **Instructions to Bidders.** Additional and more detailed information is provided in the Instructions for Bidders, which should be carefully reviewed by all bidders before submitting a Bid Proposal.

By: Irma Torrez  
Date: March 27, 2017

Publication Dates: 1) March 31, 2017 2) April 7, 2017 3) April 14, 2017
INSTRUCTIONS TO BIDDERS

Each Bid Proposal submitted to the City of Morgan Hill ("City") for its Monterey Road Preservation Project ("Project") must be submitted in accordance with the following instructions and requirements:

1. Bid Submission.

   1.1 General. Each bid ("Bid Proposal") must be signed, sealed and submitted to City, using the form provided in the Contract Documents, by or before the date and time set forth in the Notice Inviting Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions will be returned unopened. City reserves the right to postpone the date and time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from City. The bid price(s) must include all costs to perform the Work as specified, including all indirect costs such as applicable taxes, insurance and field offices.

   1.2 Bid Envelope. The envelope containing the sealed Bid Proposal and required attachments must be clearly labeled as follows:

   BID PROPOSAL
   Morgan Hill DSC
   Monterey Road Preservation Project
   City of Morgan Hill
   17575 Peak Avenue
   Morgan Hill, CA 95037
   Attention: Bid Opening/RFP
   Bid Date: April 20, 2017
   Bid Time: 2:00pm

   The envelope must also be clearly labeled, as follows, with the bidder's name, address, and its registration number with the California Department of Industrial Relations ("DIR") for bidding on public works contracts (Labor Code sections 1725.5 and 1771.1):

   [Contractor company name]
   [Street address]
   [City, state, zip code]
   DIR Registration No.____________________
Please note: If City is unable to confirm that the bidder’s DIR registration is current, City must disqualify the bidder and return its bid unopened (Labor Code section 1725.5).

2. **Examination of Contract Documents and Project Site.** Each bidder is solely responsible for diligent and thorough review of the Contract Documents (as defined in the General Conditions), examination of Project site, and reasonable and prudent inquiry concerning known and potential site conditions prior to submitting a Bid Proposal. However, bidders should not enter onto City’s property or the Project site without prior written authorization from City. Bidders are responsible for reporting any errors or omissions in the Contract Documents to City prior to submitting a Bid Proposal, subject to the limitations of Public Contract Code Section 1104. City expressly disclaims responsibility for assumptions the bidder might draw from the presence or absence of information provided by City.

3. **Requests for Information.** Questions regarding the Project, the bid procedures or any of the Contract Documents must be submitted in writing to the Project Engineer Scott Cree at 17575 Peak Avenue, Morgan Hill, CA 95037.

4. **Addenda.** Any addenda issued prior to the bid opening are part of the Contract Documents. Subject to the limitations of Public Contract Code section 4104.5, City reserves the right to issue addenda prior to bid time.

5. **Brand Designations and “Or Equal” Substitutions.** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words “or equal,” is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an “equal” item must be submitted with the written request for substitution. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code Section 3400(c).

5.1 **Pre-Bid Requests.** Any request for submission made before the Contract is awarded must be submitted to the City Engineer at least ten (10) days before the opening of bids so that all interested bidders may be notified of any approved alternative.

5.2 **Post-Award Requests.** After the Contract is awarded, Contractor may submit a substitution within fourteen (14) days after the date of award of the Contract, or as specified in the Special Conditions.

6. **Bidders Interested in More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one (1) Bid Proposal.
unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders, and may also submit a Bid Proposal as a prime contractor.

7. **Bid Proposal Form and Enclosures.** Each Bid Proposal must be completed in ink using the Bid Proposal form included in the Contract Documents. The Bid Proposal form should be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder’s authorized representative. A Bid Proposal submitted with terms such as “negotiable,” “will negotiate,” or similar, will be considered non-responsive. Each Bid Proposal must be accompanied by bid security, as set forth in Section 9 below, and by the completed Subcontractor List, and Non-Collusion Declaration using the forms included in the Contract Documents.

8. **Authorization and Execution.** Each Bid Proposal must be signed by the bidder’s authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two (2) officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, under California Corporation Code section 313.

9. **Bid Security.** Each Bid Proposal must be accompanied by bid security of ten percent (10%) of the maximum bid amount, in the form of a cashier’s check, a certified check, or a bid bond, using the form included in the Contract Documents, executed by a surety licensed to do business in the State of California, made payable to City. The bid security must guarantee that upon award of the bid, the bidder will execute and submit the Contract on the form included in the Contract Documents, will submit payment and performance bonds one hundred percent (100%) of the maximum Contract Price, and will submit the insurance certificates and endorsements as required by the Contract Documents within ten (10) days after issuance of the notice of award.

10. **Withdrawal of Bid Proposals.** A Bid Proposal may not be withdrawn for a period of ninety (90) days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code Section 5100 et seq.

11. **Bid Protest.** Any bid protest must be in writing and received by City at the City Attorney’s Office at 17575 Peak Avenue, Morgan Hill, CA, (Fax: (408) 779-1592), before 5:00 p.m. no later than two (2) working days following bid
opening (the “Bid Protest Deadline”) and must comply with the following requirements:

11.1 General. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City’s reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section 11, a “working day” means a day that City is open for normal business, and excludes weekends and holidays observed by City.

11.2 Protest Contents. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

11.3 Copy to Protested Bidder. A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

11.4 Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

11.5 Copy to Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Response Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

11.6 Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder’s sole and exclusive remedy in
the event of bid protest. A bidder’s failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

11.7 Right to Award. City reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

12. Rejection of Bids; Award of Contract. City reserves the right, acting in its sole discretion, to waive immaterial bid irregularities, the right to accept or reject any and all bids, or to abandon the Project entirely. The Contract will be awarded, if at all, within ninety (90) days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid.

13. Bonds. The successful bidder is required to submit payment and performance bonds as specified in the Contract Documents using the bond forms included in the Contract Documents. All required bonds must be calculated on the maximum total Contract price as awarded, including additive alternates, if applicable.

14. Evidence of Responsibility. Within twenty-four (24) hours following a request by City, a bidder must submit to City satisfactory evidence showing the bidder’s financial resources, the bidder’s experience in the type of work being required by City, the bidder’s organization available for the performance of the Contract and any other required evidence of the bidder’s qualifications to perform the proposed Contract. City may consider such evidence before making its decision awarding the proposed Contract.

15. License(s). The successful bidder and its Subcontractor(s) must possess the California contractor’s license(s) in the classification(s) required by law to perform the Work.

16. Taxes. The bid price must include all applicable federal, state, and local taxes.

17. Ineligible Subcontractor. Any Subcontractor who is ineligible to perform work on a public works project under Labor Code Sections 1777.1 or 1777.7 is prohibited from performing work on this Project.

18. Subcontract Limitation. The successful bidder may not subcontract out more than fifty percent (50%) of the original total contract price, except that any items of work in the Engineer’s Estimate designated “Specialty Items” may be performed by subcontract and the value of the work may be deducted from the original total contract price before computing the amount.
of work required to be performed by Contractor’s own forces. When items of work in the Engineer’s Estimate are preceded by the letters (S) or (S-F), those items are designated as “Specialty Items.” Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted will be determined by the Engineer based on the estimated percentage of the contract item bid price.

19. **DIR Registration.** City will not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder and its Subcontractors are registered with the DIR to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

20. **Bid Schedule.** Bidders are required to fully complete the Bid Schedule form accompanying the Bid Proposal form with unit prices as indicated, and to submit the completed Bid Schedule with their Bid Proposal.

20.1 **Incorrect Totals.** In the event of a computational error for any bid item (base bid or alternate) resulting in an incorrect extended total for that item, the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount (estimated quantity X unit cost), unless the cumulative amount of correction changes the total amount of the base bid or bid alternate by more than five percent (5%). In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price. Likewise, in the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for any bid alternate, and the amount entered for the alternate on the Bid Proposal form, the actual total of the itemized prices shown on the Bid Schedule for that alternate will be deemed the alternate price. Nothing in this provision is intended to prevent a bidder from requesting to withdraw its bid for material error under Public Contract Code Section 5100 et seq.

20.2 **Estimated Quantities.** The quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased.

21. **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.
BID PROPOSAL

Monterey Road Preservation Project

______________________________________________________ ("Bidder") hereby submits this Bid Proposal to the City of Morgan Hill ("City") for the above-referenced project ("Project") in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced therein.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, for the following price ("Base Bid"): $______________.

2. **Addenda.** Bidder acknowledges receipt of the following addenda:

<table>
<thead>
<tr>
<th>Addendum</th>
<th>Date Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>#01</td>
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<tr>
<td>#02</td>
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<td>#03</td>
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<td>#07</td>
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<td>#08</td>
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</tr>
</tbody>
</table>

3. **Bidder’s Warranties.** By signing and submitting this Bid Proposal, Bidder warrants the following:

   3.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents, and represents that, to the best of Bidder’s knowledge there are no errors, omissions, or discrepancies in the Contract Documents subject to the limitations of Public Contract Code Section 1104.

   3.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.

   3.3 **Bidder is Qualified.** Bidder is fully qualified to perform the Work.

   3.4 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid.

4. **Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, that within ten (10) days following issuance of the notice of award to Bidder, Bidder will do all of the following:
4.1 **Execute Contract.** Enter into the Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;

4.2 **Submit Required Bonds.** Submit to City a payment bond and a performance bond, each for one hundred percent (100%) of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and

4.3 **Insurance Requirements.** Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

5. **Bid Security.** As a guarantee that if awarded the Contract, it will perform its obligations under Section 4, above, Bidder is enclosing bid security in the amount of ten percent (10%) of its maximum bid amount in the following form:

   ____ A cashier’s check or certified check payable to City of Morgan Hill and issued by __________________________ Bank in the amount of $__________________________.

   ____ A bid bond, using the Bid Bond form included with the Contract Documents, payable to City of Morgan Hill and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on ________________________, 20__:

<table>
<thead>
<tr>
<th>s/</th>
<th>______________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and Title [print]</td>
<td>______________________________</td>
</tr>
<tr>
<td>Company Name</td>
<td>License # and Classification</td>
</tr>
<tr>
<td>DIR Registration #</td>
<td>______________________________</td>
</tr>
<tr>
<td>Address</td>
<td>Phone</td>
</tr>
<tr>
<td>______________________________</td>
<td>______________________________</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Fax</td>
</tr>
</tbody>
</table>
This Bid Schedule must be completed in ink and must be included with the sealed Bid Proposal. The unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the “Extended Total” column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal Form. Quantities shown are required for bid purposes and may or may not be final pay quantities. Actual quantities, if different, must be substantiated during the Project by the Contractor (either by field measurement, trucking tags, or other means acceptable to the Engineer).

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Description of Bid Item</th>
<th>Approximate Quantity/Unit of Measure</th>
<th>Unit Price</th>
<th>Extended Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>Lump Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>AC Leveling Course</td>
<td>300 Tons</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>12’ Wedge Grind</td>
<td>160,000 SF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Pavement Milling</td>
<td>350,000 SF</td>
<td></td>
<td></td>
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<tr>
<td>5</td>
<td>Paving Mat</td>
<td>65,000 SY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>2” AC Overlay</td>
<td>13,300 TONS</td>
<td></td>
<td></td>
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<tr>
<td>7</td>
<td>Full Depth AC Pavement</td>
<td>45,000 SF</td>
<td></td>
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<tr>
<td>8</td>
<td>Crack Seal</td>
<td>75,000 LF</td>
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<tr>
<td>9</td>
<td>Type E Traffic Detection Loops</td>
<td>123 EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Type E (Modified) Traffic Detection Loops</td>
<td>35 EA</td>
<td></td>
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<tr>
<td>11</td>
<td>Locate and Raise Detector Hand Hole Box/Lid</td>
<td>21 EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Locate and Raise Water Valve Box/Lid</td>
<td>119 EA</td>
<td></td>
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<tr>
<td>13</td>
<td>Locate and Raise Man Hole Frame/Cover (SS)</td>
<td>41 EA</td>
<td></td>
<td></td>
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<tr>
<td>14</td>
<td>Locate and Raise Man Hole Frame/Cover (SD)</td>
<td>6 EA</td>
<td></td>
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<tr>
<td>15</td>
<td>Centerline Monument Box/Lid</td>
<td>3 EA</td>
<td></td>
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<tr>
<td>16</td>
<td>Locate and Raise Monitoring Well Box/Lid</td>
<td>1 EA</td>
<td></td>
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<tr>
<td>17</td>
<td>Locate and Raise Water Air Blow Off Box/Lid</td>
<td>2 EA</td>
<td></td>
<td></td>
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<tr>
<td>Bid Item</td>
<td>Description of Bid Item</td>
<td>Approximate Quantity/Unit of Measure</td>
<td>Unit Price</td>
<td>Extended Total</td>
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<td>-------------------------------------------------------------</td>
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</tr>
<tr>
<td>18</td>
<td>12&quot; White (Limit Line/Crosswalk)</td>
<td>1,660 LF</td>
<td></td>
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</tr>
<tr>
<td>19</td>
<td>Caltrans Detail 9</td>
<td>22,250 LF</td>
<td></td>
<td></td>
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<tr>
<td>20</td>
<td>Caltrans Detail 29</td>
<td>2,010 LF</td>
<td></td>
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<tr>
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<td>Caltrans Detail 32</td>
<td>5,855 LF</td>
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<td>Caltrans Detail 38</td>
<td>3,080 LF</td>
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<td>23</td>
<td>Caltrans Detail 39</td>
<td>20,150 LF</td>
<td></td>
<td></td>
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<tr>
<td>24</td>
<td>Caltrans Detail 39A</td>
<td>1,820 LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>4&quot; Miscellaneous Striping (White)</td>
<td>52 LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Type II (L) Arrow</td>
<td>3 EA</td>
<td></td>
<td></td>
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<tr>
<td>27</td>
<td>Type IV (L) Arrow</td>
<td>30 EA</td>
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<tr>
<td>28</td>
<td>Type IV ( R ) Arrow</td>
<td>11 EA</td>
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<tr>
<td>29</td>
<td>Word Marking “KEEP” (White)</td>
<td>2 EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Word Marking “CLEAR” (White)</td>
<td>2 EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Word Marking “Bike Lane” w/ Arrow</td>
<td>15 EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Two-way Blue Fire Hydrant Reflector/Markers</td>
<td>34 EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Surface Mounted Reflectorized Channelizer Posts – 48&quot; Tall</td>
<td>8 EA</td>
<td></td>
<td></td>
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<tr>
<td>34</td>
<td>Supplemental Work</td>
<td>$25,000 LS</td>
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</table>
For each Subcontractor who will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder’s total Contract Price, the bidder must list a description of the work, the name of the Subcontractor, its California contractor license number, the location of its place of business and DIR registration number. **Note to Bidders: Please print legibly. Illegible forms may be rejected.**

<table>
<thead>
<tr>
<th>DESCRIPTION OF WORK</th>
<th>SUBCONTRACTOR NAME</th>
<th>CALIFORNIA CONTRACTOR LICENSE NUMBER</th>
<th>DIR REG. NO.</th>
<th>LOCATION OF BUSINESS</th>
<th>LOCAL VENDOR² YES/NO</th>
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¹ For street or highway construction this requirement applies to any subcontract of $10,000 or more.

² A Subcontractor is considered local if their principle place of business is within the city limits of Morgan Hill
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
NONCOLLUSION DECLARATION

(To be executed by bidder and submitted with bid)

State of California
County of __________________________

The undersigned declares:

I am the __________________________ [title] of __________________________ [business name], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has no paid and will not pay, any person or entity for such purpose.

This declaration is intended to comply with California Public Contract Code Section 7106 and Title 23 U.S.C Section 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on __________________________ [date], at __________________________ [city], ________ [state].

s/________________________________________

________________________________________
Name [print]
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE ' 1189

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

State of CALIFORNIA  
County of SANTA CLARA  

On ____________________________, before me, ____________________________, a Notary Public in and for said County and State, personally appeared ____________________________,

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

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

WITNESS my hand and official seal.

_________________________________
SIGNATURE OF NOTARY PUBLIC

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

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

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

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

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

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
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<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
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<tr>
<td>d. loan</td>
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<td>e. loan guarantee</td>
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<tr>
<td>f. loan insurance</td>
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**For Material Change Only:**
- year ______
- quarter ______
- date of last report ______

<table>
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<tr>
<th>4. Name and Address of Reporting Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Prime</td>
</tr>
<tr>
<td>□ Subawardee</td>
</tr>
<tr>
<td>Tier ______, if known</td>
</tr>
</tbody>
</table>

| Congressional District, if known |

| 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: |

| Congressional District, if known |

| 6. Federal Department/Agency: |

| 7. Federal Program Name/Description: |

| CFDA Number, if applicable |

| 8. Federal Action Number, if known: |

| 9. Award Amount, if known: |

| 10. a. Name and Address of Lobby Entity |
| (If individual, last name, first name, MI) |

| 11. Amount of Payment (check all that apply) |
| $ ____________ □ actual □ planned |

| 12. Form of Payment (check all that apply): |
| □ a. cash |
| □ b. in-kind; specify: nature _________ value _________ |

| 13. Type of Payment (check all that apply) |
| □ a. retainer |
| □ b. one-time fee |
| □ c. commission |
| □ d. contingent fee |
| □ e deferred |
| □ f. other, specify |

| 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: |

| (attach Continuation Sheet(s) if necessary) |

| 15. Continuation Sheet(s) attached: | Yes □ | No □ |

| 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. |

| Signature: |
| Print Name: |
| Title: |
| Telephone No.: ____________ Date: ________ |

**Authorized for Local Reproduction**

**Federal Use Only:**

Standard Form LLL Rev. 09-12-97

NON-LOBBYING CERTIFICATION
Page 2 of 3
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 subawardee 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.
DISADVANTAGED BUSINESS ENTERPRISES

Under 49 CFR 26.13(b):

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

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

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

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

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

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

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

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

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

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

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).
DBE Commitment Submittal

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

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

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

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

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

Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the Good Faith Efforts Documentation form, Caltrans Exhibit 15H, with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

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

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods
used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.

4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.

5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.

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

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

**Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)**

Complete and sign Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE’s quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)
Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B Bidder’s List of Subcontractors (DBE and Non-DBE) and Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form unless you receive authorization for a substitution.

The Agency requests the Contractor to:
1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   - Name and business address of each 1st-tier subcontractor
   - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

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

Upon work completion, complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors. 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.

Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:
1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.

2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.

3. Work requires a contractor’s license and listed DBE does not have a valid license under Contractors License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials.

5. Listed DBE’s work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.

7. Listed DBE becomes bankrupt or insolvent.

8. Listed DBE voluntarily withdraws with written notice from the Contract

9. Listed DBE is ineligible to receive credit for the type of work required.

10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.

11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph

2. Notices from you to the DBE regarding the request

3. Notices from the DBEs to you regarding the request

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

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form unless it is performed or supplied by the listed DBE or an authorized substitute.
BID BOND

_________ ("Bidder") has submitted a bid, dated ___________________________, 20___ ("Bid"), to the City of Morgan Hill ("City") for work on the Monterey Preservation Project ("Project"). Under this duly executed bid bond ("Bid Bond"), Bidder as Principal and ____________________________, its surety ("Surety"), are bound to City as obligee in the penal sum of ten percent (10%) of the maximum amount of the Bid (the "Bond Sum"). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.

2. **Submittals.** Within ten (10) days following issuance of the notice of award to Bidder, Bidder must submit to City the following:

   2.1 **Contract.** The executed Contract, using the form provided by City in the Project contract documents ("Contract Documents");

   2.2 **Payment Bond.** A payment bond for one hundred percent (100%) of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;

   2.3 **Performance Bond.** A performance bond for one hundred percent (100%) of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and

   2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required under the Instructions for Bidders.

3. **Enforcement.** If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

   Attn: ____________________________________________
   Address: __________________________________________
   City/State/Zip: _________________________________
   Phone: _________________________________________
4. **Duration; Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise it will remain in full force and effect for ninety (90) days following award of the Contract or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code Sections 2819 and 2845.

This Bid Bond is entered into and is effective on ________________, 20____.

SURETY:

__________________________________

s/ _________________________________

Name: ______________________________

Title: _______________________________

(Attach Acknowledgement, Notary Seal, and Attorney-In-Fact Certificate)

CONTRACTOR:

__________________________________

s/ _________________________________

Name: ______________________________

Title: _______________________________
BIDDER’S QUESTIONNAIRE

MONTEREY ROAD PRESERVATION PROJECT

Within forty-eight (48) hours following a request by City, a bidder must submit to City a completed, signed Bidder’s Questionnaire using this form and including all required attachments. City may request the Questionnaire from one (1) or more of the apparent low bidders following the bid opening, and may use the completed Questionnaire to evaluate a bidder’s qualifications for this Project. The Questionnaire must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

Part 1: General Information

Bidder Business Name: ________________________________ (“Bidder”)

Check One: ___ Corporation
            ___ Partnership
            ___ Sole Proprietorship
            ___ Joint Venture of:___________________
            ___ Other:___________________________

Address: _________________________________________________

                                                _________________________________

Phone: ___________________________________________________

Fax: _____________________________________________________

Owner of Company: _________________________________________

Contact Person: ____________________________________________

Email:____________________________________________

Bidder’s California Contractor’s License Number(s):

_____________________________________________________

Part 2: Bidder Experience

1. How many years has Bidder been in business under its present business name? _________________________________
2. Has Bidder completed projects similar in type and size to this Project as a general contractor? ____________________________________________________________

3. Has Bidder ever been disqualified on grounds that it is not responsible? If yes, provide additional information on a separate sheet of paper regarding the disqualification, including the name and address of the agency or owner of the subject project, the type and size of the project, the reasons that Bidder was disqualified as not responsible, and the month and year in which the disqualification occurred.

4. Has Bidder ever been terminated from a construction project, either as a general contractor or as a subcontractor? If yes, provide additional information on a separate sheet of paper regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Bidder was under contract as a general contractor or a subcontractor, the reasons that Bidder was terminated, and the month and year in which the termination occurred.

5. Provide information about Bidder’s past projects performed as general contractor as follows:

   5.1 Six (6) most recently completed public works projects within the last three (3) years;

   5.2 Three (3) largest completed projects within the last three (3) years; and

   5.3 Any project which is similar to this Project.

6. Use separate sheets of paper provide all of the following information for each project identified in response to the above three (3) categories:

   6.1 Project name
   6.2 Location
   6.3 Owner
   6.4 Owner contact (name and current phone number)
   6.5 Architect or engineer name
   6.6 Architect or engineer contact (name and current phone number)
   6.7 Project manager (name and current phone number)
   6.8 Description of project, scope of work performed
   6.9 Initial contract value (at time of bid award)
   6.10 Final cost of construction (including change orders)
   6.11 Original scheduled completion date
   6.12 Time extensions granted (number of days)
   6.13 Actual date of completion
   6.14 Number and amount of stop notices or mechanic’s liens filed
6.15 Amount of liquidated damages assessed against Bidder
6.16 Nature and resolution of any claim, lawsuit, and/or arbitration
between Bidder and the owner.

Part 3: Verification

In signing this document, I, the undersigned, declare that I am duly authorized to
sign and submit this Bidder’s Questionnaire on behalf of the named bidder, and
that all responses and information set forth in this Bidder’s Questionnaire and
accompanying attachments are, to the best of my knowledge, true, accurate and
complete as of the date of submission. **I declare under penalty of perjury
under the laws of the State of California that the foregoing is true and
correct.**

Signature: ____________________________ Date: ______________

By [name, title]: ________________________________
This public works contract ("Contract") is entered into by and between the City of Morgan Hill ("City") and ______________________________________ ("Contractor") for work on the Monterey Road Preservation Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform work on the Project, and on _____________, 20___, (contract date) City authorized award of this Contract to Contractor for the amount of Contractor's bid.

2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the following:

   2.1 Notice Inviting Bids;
   2.2 Instructions to Bidders;
   2.3 Addenda, if any;
   2.4 Bid Proposal and attachments thereto;
   2.5 Contract;
   2.6 Payment and Performance Bonds;
   2.7 General Conditions;
   2.8 Special Conditions;
   2.9 Project Drawings and Specifications;
   2.10 Change Orders, if any;
   2.11 Notice of Award;
   2.12 Notice to Proceed;
   2.13 And the following:
      (1) FHWA Form 1273
      (2) Required Federal Forms

3. **Contractor's Obligations.** Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor’s timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor__________________________ Dollars ($___________________) (the “Contract Price”), in accordance with the payment provisions in the General Conditions. The Contract Price includes all applicable federal, state, and local taxes.

5. **Time for Completion.** Contractor will fully complete the Work for the Project within 75 calendar days from the commencement date given in the Notice to Proceed (“Contract Time”). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of Five Hundred Dollars ($500.00) for each day of unexcused delay in completion, and the Contract Price will be reduced accordingly.

7. **Labor Code Compliance.**

   7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.

   7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at http://www.dir.ca.gov/DLSR.

   7.3 **DIR Registration.** City will not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

8. **Workers’ Compensation Certification.** Under Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: “I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract.”
9. **Notice.** Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

City:

City of Morgan Hill  
17575 Peak Avenue  
Morgan Hill, CA 95037  
Phone: (409) 779-7259  
Attn: City Clerk  
Email: michelle.wilson@morganhill.ca.gov  
Copy to: scott.creer@morganhill.ca.gov

Contractor:

Name: ______________________________________  
Address: ____________________________________  
City/State/Zip: ________________________________  
Phone: ______________________________________  
Attn: ________________________________________  
Email: ________________________________________  
Copy to: ______________________________________

10. **General Provisions.**

10.1 **Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's successors and permitted assigns.

10.2 **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.

10.3 **Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of Santa Clara County, and no other place.

10.4 **Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
10.5 **Integration; Severability.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in full force and effect.

10.6 **Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two (2) officers of the corporation are required pursuant to California Corporation Code Section 313.

[Signatures are on the following page.]
AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS: (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

The parties agree to this Contract as witnessed by the signatures below:

CITY OF MORGAN HILL:

Steve Rymer
City Manager

Date: ________________________________

Attest:

Michelle Wilson
Deputy City Clerk

Date: ________________________________

Approved as to Form:

Donald A. Larkin
City Attorney

Date: ________________________________

CONTRACTOR:

_______________________________

Name/Title [print]

Date: ________________________________

Corporate entities must provide a second signature:

_______________________________

Name/Title [print]

Date: ________________________________

Contractor’s License Number(s)

Expiration Date(s)

Seal:

DIR Registration Number
PAYMENT BOND

The City of Morgan Hill ("City") and 
______________________________ ("Contractor") have entered 
into a contract, dated __________________, 20__ ("Contract") for work on the 
Monterey Road Preservation Project ("Project"). The Contract is incorporated by 
reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and 
______________________________ 
______________________________, its surety ("Surety"), are bound to City as 
obligee in an amount not less than ($______________) ("Bond Sum"), 
under California Civil Code Sections 9550, et seq.

2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay 
any of the persons named in California Civil Code Section 9100 amounts 
due under the Unemployment Insurance Code with respect to work or labor 
performed under the Contract, or for any amounts required to be deducted, 
withheld, and paid over to the Employment Development Department from 
the wages of employees of Contractor and its Subcontractors, under 
California Unemployment Insurance Code Section 13020, with respect to 
the work and labor, then Surety will pay for the same.

3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named 
in California Civil Code Section 9100, so as to give a right of action to those 
persons or their assigns in any suit brought upon this Bond. Contractor must 
promptly provide a copy of this Bond upon request by any person with legal 
rights under this Bond.

4. **Duration.** If Contractor promptly makes payment of all sums for all labor, 
materials, and equipment furnished for use in the performance of the Work 
required by the Contract, in conformance with the time requirements set 
forth in the Contract and as required by California law, Surety’s obligations 
under this Bond will be null and void. Otherwise, Surety’s obligations will 
remain in full force and effect.

5. **Waivers.** Surety waives any requirement to be notified of alterations to the 
Contract or extensions of time for performance of the Work under the 
Contract. Surety waives the provisions of Civil Code Sections 2819 and 
2845. City waives requirement of a new bond for any supplemental contract 
under Civil Code Section 9550. Any notice to Surety may be given in the 
manner specified in the Contract and delivered or transmitted to Surety as 
follows:
Attn: _______________________________
Address: ______________________________
City/State/Zip: __________________________
Phone: _________________________________
Fax: _________________________________
Email: ______________________________

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of Santa Clara County, and no other place. Surety will be responsible for City’s attorneys’ fees and costs in any action to enforce the provisions of this Bond.

7. **Effective Date; Execution.** This Bond is entered into and is effective on ___________, 20_________. Three (3) identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY:  

s/ ________________________________  
Name: _____________________________  
Title: _______________________________

CONTRACTOR:  

s/ ________________________________  
Name: _____________________________  
Title: _______________________________

(Attach Acknowledgment with Notary Seal and Power of Attorney)

**APPROVED AS TO FORM:**

By: ________________________________  
    Donald A. Larkin, City Attorney  

Date: ________________________________
PERFORMANCE BOND

The City of Morgan Hill (“City”) and __________________________________________ (“Contractor”) have entered into a contract, dated ______________________, 20____ (“Contract”) for work on the Monterey Road Preservation Project (“Project”). The Contract is incorporated by reference into this Performance Bond (“Bond”).

1. General. Under this Bond, Contractor as Principal and __________________________________________, its surety (“Surety”), are bound to City as obligee for an amount not less than Dollars ($___________) (the “Bond Sum”). By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the provisions of this Bond.

2. Surety’s Obligations; Waiver. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety’s obligations under this Bond will become null and void upon recordation of the notice of completion, provided Contractor has timely provided a warranty bond as required under the Contract. Otherwise Surety’s obligations will remain in full force and effect until expiration of the one (1) year warranty period under the Contract. Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code Sections 2819 and 2845.

3. Application of Contract Balance. Upon making a demand on this Bond, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.

4. Contractor Default. Upon written notification from City that Contractor is in default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one (1) of the following courses of action:

4.1 Arrange for completion of the Work under the Contract by Contractor, with City’s consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
4.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety’s expense, or

4.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City’s costs to have the remaining Work completed.

5. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety’s default, including legal, design professional, or delay costs.

6. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

   Attn: _______________________________
   Address: ____________________________
   City/State/Zip: _______________________
   Phone: _____________________________
   Fax: _______________________________
   Email: ______________________________

7. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of Santa Clara County, and no other place. Surety will be responsible for City’s attorneys’ fees and costs in any action to enforce the provisions of this Bond.

8. **Effective Date; Execution.** This Bond is entered into and effective on __________________, 20___. Three (3) identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

   [Signatures are on the following page.]
SURETY: 

s/ _________________________
Name: _____________________
Title: ______________________

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR: 

s/ _________________________
Name: _____________________
Title: ______________________

APPROVED AS TO FORM:

By: _________________________
    Donald A. Larkin, City Attorney

Date: _________________________
WARRANTY BOND

The City of Morgan Hill ("City") and ___________________________________ ("Contractor") have entered into a contract, dated _________________, 20___ ("Contract") for work on the Monterey Road Preservation Project ("Project"). The Contract is incorporated by reference into this Warranty Bond ("Bond").

1. General. Under this Bond, Contractor as principal and ____________________________________________, its surety ("Surety"), are bound to City as obligee in the maximum amount of $___________ or 50% of the final Contract Price, whichever is greater ("Bond Sum").

2. Warranty Period. The Contract requires Contractor to guarantee its work and that of its Subcontractors on the Project, against defects in materials or workmanship which are discovered during the one (1) year period commencing with recordation of the Notice of Completion (the "Warranty Period").

3. Surety's Obligations. If Contractor faithfully carries out and performs its guarantee under the Contract, and, on due notice from City, repairs and make good at its sole expense any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Contractor promptly reimburses City for all loss and damage that City sustains because of Contractor's failure to makes such repairs in accordance with the Contract requirements, then Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.


5. Notice. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

   Attn: __________________________________________
   Address: _______________________________________
   City/State/Zip: _________________________________
   Phone: _________________________________
   Fax: _________________________________
   Email: _________________________________

6. Law and Venue. This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of Santa
Clara County, and no other place. Surety will be responsible for City’s attorneys’ fees and costs in any action to enforce the provisions of this Bond.

7. **Effective Date; Execution.** This Bond is entered into and is effective on __________, 20_________. Five (5) identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY:  

s/ _________________________  
Name: ________________________  
Title: _________________________

CONTRACTOR:  

s/ _________________________  
Name: ________________________  
Title: _________________________

(Attach Acknowledgment with Notary Seal and Power of Attorney)

**APPROVED AS TO FORM:**

By: ____________________________  
Donald A. Larkin, City Attorney

Date: ___________________________
Article 1
Definitions

1.1 Definitions. The following definitions apply to all of the Contract Documents unless otherwise indicated. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the words “day,” “furnish,” “including,” “install,” “work day” or “working day.”

Allowance means an amount included in the Bid Proposal for Work that may or may not be included in the Project, depending on conditions that will not become known until after bids are opened. If the Contract Price includes an Allowance and the cost of performing the Work covered by that Allowance is greater or less than the Allowance, the Contract Price will be increased or decreased accordingly.

Article, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

Change Order means a written document duly approved and executed by City, which changes the scope of Work, the Contract Price, or the Contract Time.

City means the City of Morgan Hill, acting through its City Council, officers, employees, and authorized representatives.
City Engineer means the City Engineer for City and his or her authorized delegate(s) designated to oversee and manage the Project on City’s behalf.

Claim means a separate demand by Contractor for change in the Contract Time or Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part; or a written demand by Contractor objecting to the amount of Final Payment.

Contract means the signed agreement between City and Contractor.

Contract Documents means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the notice of award and notice to proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Drawings and Specifications; any Change Orders; and any other documents expressly made part of the Contract Documents.

Contract Price means the total compensation to be paid to the Contractor for performance of the Work, as set forth in the Contract and as amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, or equipment following submission of the Bid Proposal. The Contract Price is deemed to include all applicable federal, state, and local taxes.

Contract Time means the number of calendar days for performance of the Work, as set forth in the Contract and as amended by Change Order.

Contractor means the individual, partnership, corporation, or joint-venture who has signed the Contract with City to perform the Work.

Day means a calendar day unless otherwise specified.

Design Professional means the licensed individual(s) or firm(s) retained by City to provide architectural or engineering services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

Drawings means City-provided plans and graphical depictions of the Project requirements, and does not include Shop Drawings.

Engineer means the City Engineer for the City of Morgan Hill and his or her authorized delegate(s).
**Final Completion** means Contractor has fully completed all of the Work required by the Contract Documents, including all punch list items, any required commissioning, and has provided all required submittals, including the warranty bond, instructions and manuals, and as-built drawings to City’s satisfaction.

**Final Payment** means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld pursuant to the Contract Documents, including liquidated damages, up to one hundred twenty-five percent (125%) of the amount of any unreleased stop notice, amounts subject to setoff, up to one hundred fifty percent (150%) of any unresolved third-party claim for which Contractor is required to indemnify City, and up to one hundred fifty percent (150%) of any amount in dispute as authorized by Public Contract Code Section 7107.

**Furnish** means to purchase and deliver to the Worksite designated for installation.

**Hazardous Materials** means any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or cleanup.

**Including**, whether or not capitalized, means “including, but not limited to,” unless the context requires otherwise.

**Inspector** means the individual(s) or firm(s) retained by City to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all applicable codes, regulations, and permits.

**Install** means to fix in place for materials, and to fix in place and connect for equipment.

**Project** means the public works project referenced in the Contract.

**Project Manager** means the individual designated by City to oversee and manage the Project on City’s behalf and may include his or her authorized delegate(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

**RFI** means a written request from Contractor for information from City or its Design Professional.
**Section** as used in these General Conditions, means a numbered Section of the General Conditions, unless otherwise indicated by the context.

**Shop Drawings** means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to City approval, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Drawings and Specifications.

**Specifications** means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into this Project by or on behalf of City, and does not include the Contract, General Conditions or Special Conditions.

**Subcontractor** means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors, suppliers, fabricators, and equipment lessors of all tiers, unless otherwise indicated by the context.

**Technical Specifications** means Specifications.

**Work** means all of the construction and services necessary or incidental to completing the Project in conformance with the requirements of the Contract Documents.

**Work Day or Working Day**, whether or not capitalized, means a weekday which is not a holiday observed by City.

**Worksite** means the place or places where the Work is performed.
Article 2
Roles and Responsibilities

2.1 Design Professional.

(A) General. Design Professional, as City’s representative, is responsible for the overall design of the Project, and to the extent authorized by City, may act on City’s behalf to ensure performance of the Work in compliance with the Contract Documents.

(B) Interpretation. Design Professional will decide all questions pertaining to interpretation of the Drawings or Specifications. The Design Professional’s decision regarding interpretation of the Drawings or Specifications is final and conclusive.

2.2 Contractor.

(A) General. Contractor must provide all labor, materials, equipment and services necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economic and efficient manner in the best interests of City.

(B) Responsibility for the Work. Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for, and required to exercise full control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work with that of all other Contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions.

(C) Project Administration. Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including phone numbers and email address, for the officer or employee in Contractor’s organization who is to serve as Contractor’s primary representative for the Project, and who has authority to act on Contractor’s behalf. A Subcontractor may not serve as Contractor’s primary representative.

(D) On-Site Superintendent. Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent, acceptable to City, and assistants, as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. Failure to comply may result in temporary suspension of the Work, at Contractor’s sole expense and with no extension of
Contract Time, until the superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

(E) **Standards; Compliance.** Contractor must, at all times, ensure that the Work is performed in a good workmanlike manner following best practices and in full compliance with the Contract Documents and all applicable laws, regulations, codes, standards, and permits.

(F) **Responsible Party.** Contractor is solely responsible to City for the acts or omissions of any party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or its Subcontractors. If any person employed by Contractor fails or refuses to comply with the Engineer’s directions regarding the performance of the Work, or is determined by the Engineer to be incompetent to perform the Work, or acts in a disorderly or improper manner at the Worksite, that person may be permanently dismissed from the Project at the request of the Engineer.

(G) **Correction of Defects.** Contractor must promptly correct, at Contractor’s sole expense, any Work that is determined by City, Project Manager, or the Inspector to be deficient or defective in workmanship, materials, and equipment.

(H) **Contractor’s Records.** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos and electronic records. Project records subject to this provision include, but are not limited to, Project cost records and records relating to preparation of Contractor’s bid.

1. Contractor’s cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as extra work. Contractor’s failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

2. Contractor must continue to maintain its Project records in an organized manner for a period of four (4) years after City’s
acceptance of the Project or following termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor’s Project records relating to the Project or to investigate Contractor’s plant or equipment during Contractor’s normal business hours.

2.3 **Subcontractors.**

(A) **General.** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors, subject to the fifty percent (50%) limitation set forth in the Instructions to Bidders. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work.

(B) **Contractual Obligations.** Contractor must require every Subcontractor to be bound to the provisions of the Contract Documents as they apply to the Subcontractor’s portion(s) of the Work, and to likewise bind their subcontractors or suppliers. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

Copies of subcontracts must be available to the Engineer upon request. Before a Subcontractor commences Work on the Project, Contractor must provide the Engineer a written statement with the name of the Subcontractor, a description of each portion of the Work performed by the Subcontractor, and the percentage of the overall Work to be performed by the Subcontractor.

(C) **Termination.** If the Contract is terminated, each Subcontractor’s agreement must be assigned by Contractor to City, subject to the prior rights of any surety, provided that City accepts the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) **Substitution of Subcontractor.** If Contractor requests substitution of a listed Subcontractor under Public Contract Code Section 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing.

2.4 **Coordination of Work.**

(A) **Concurrent Work.** City reserves the right to perform or to have performed other work on or adjacent to the Project site while the Work is being performed. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, and must
avoid hindering, delaying, or interfering with the work of other contractors and subcontractors. To the full extent permitted by law, Contractor must hold harmless and indemnify City, Design Professional, and Project Manager against any and all claims arising from or related to Contractor’s avoidable, negligent, or willful hindrance of, delay to, or interference with the work of another contractor or subcontractor.

(B) **Defects.** Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any such known defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work.

### 2.5 Submittals

Unless otherwise specified, Contractor must submit to Project Manager for review and approval, all schedules, Shop Drawings, samples, product data and similar submittals required by the Contract Documents, or upon request by Project Manager. Unless otherwise specified, all submittals, including requests for information (RFIs) are subject to the provisions of this Section.

(A) **General.** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) **Time and Manner of Submission.** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current approved schedule for the Work and within the applicable time specified elsewhere in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.

(C) **Required Contents.** Each submittal must include the Project name and contact number, Contractor’s name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).

(D) **Required Corrections.** If corrections are required, Contractor must promptly make and submit any required corrections in full conformance with the requirements of this Section.

(E) **Effect of Review and Approval.** Review and approval of a submittal by City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for
any errors in any submittal, and review or approval of a submittal by City is not an assumption of risk or liability by City.

(F) **Enforcement.** Any Work performed or material used without prior approval of a required submittal will be performed at Contractor’s risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work, and the cost of additional time or services required of the Design Professional, Project Manager, or Inspector.

(G) **Excessive RFIs.** RFIs will be considered excessive or unnecessary if the Engineer determines that the explanation or response to the RFI is clearly and unambiguously discernable in the Contract Documents. City’s costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

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**Article 3**

**Contract Documents**

3.1 **Interpretation of Contract Documents.**

(A) **Drawings and Specifications.** The Drawings and Specifications included in the Contract Documents are complementary. If Work is shown on one (1) but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Drawings and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Drawings and Specifications, the Specifications will control.

(B) **Duty to Notify.** If Contractor becomes aware of any ambiguity, discrepancy, omission, or error in the Drawings or Specifications, Contractor must immediately notify the Design Professional and request clarification of such, by submitting a written request for information (RFI) in the manner specified by City. The Design Professional’s clarifications or interpretations will be final and binding.

(C) **Figures and Dimensions.** Figures control over scaled dimensions.
(D) **Technical or Trade Terms.** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) **Measurements.** Contractor must verify all relevant measurements at the Worksite before ordering any material or performing any Work, and will be responsible for the correctness of those measurements.

### 3.2 Order of Precedence

Information included in one (1) Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest:

- (A) Change Orders;
- (B) Addenda;
- (C) Contract;
- (D) Notice to Proceed;
- (E) Notice of Award;
- (F) Special Conditions;
- (G) General Conditions;
- (H) Payment and Performance Bonds;
- (I) Specifications;
- (J) Drawings;
- (K) Contractor’s Bid Proposal and attachments;
- (L) Notice Inviting Bids;
- (M) Instructions to Bidders; and
- (N) Any documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, e.g., Caltrans Standard Specifications or Caltrans Special Provisions.

### 3.3 Caltrans Standard Specifications

Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation (“Caltrans”), including “Standard Specifications,” “Caltrans Specifications,” “State Specifications,” or “CSS,” means the most current edition of Caltrans’ Standard Specifications, unless otherwise specified (“Standard Specifications”), including the most current amendments as of the date that Contractor’s bid was submitted for this Project. The following provisions apply to use of or reference to the Standard Specifications:

(A) **Limitations.** None of the “General Provisions” of the Standard Specifications, i.e., Sections 1 through 9, applies to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.
(B) **Conflicts or Inconsistencies.** If there is a conflict or inconsistency between any provision in the Standard Specifications and a provision of these Contract Documents, as determined by City, the provision in the Contract Documents will govern.

(C) **Meanings.** Terms used in the Standard Specifications are to be interpreted as follows:

1. Any reference to the “Engineer” is deemed to mean the City, Engineer.
2. Any reference to the “Special Provisions” is deemed to mean the Special Conditions.
3. Any reference to the “Department” or “State” is deemed to mean City.

3.4 **For Reference Only.** Contractor is responsible for the careful review of any document, study, or report appended to the Contract Documents solely for informational purposes and identified as “For Reference Only.” Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. However, Contractor is advised that City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Contractor must promptly notify City of any perceived or actual conflict between the Contract Documents and any document provided For Reference Only.

**Article 4**  
**Bonds, Indemnity, and Insurance**

4.1 **Payment and Performance Bonds.** Within ten (10) days following issuance of the notice of award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than one hundred percent (100%) of the Contract Price, using the bond forms included with the Contract Documents. Each bond must be issued by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven (7) days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City’s satisfaction, or terminate the Contract for default.
4.2 **Indemnity.** To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its agents and consultants, and Design Professional, (individually, an “Indemnitee,” and collectively the “Indemnites”) from and against any and all liability, loss, damage, claims, expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, “Liability”) of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or its failure to comply with any of its obligations under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor’s bid for the Contract. Contractor’s failure or refusal to timely accept a tender of defense pursuant to this provision will be deemed a material breach of this Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code Section 9201.

4.3 **Insurance.** No later than ten (10) days following issuance of the notice of award, Contractor is required to procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract until the date of recordation of the notice of completion. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or “umbrella” policies, provided each such policy complies with the requirements set forth herein. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best’s financial strength rating of “A” or better and a financial size rating of “VIII” or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor’s expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. Contractor further understands that City reserves the right to modify the insurance requirements set forth herein, with thirty (30) days’ notice provided to Contractor, at any time as deemed necessary to protect the interests of City.

(A) **Policies and Limits.** The following insurance policies and limits are required for this Contract unless otherwise specified in the Special Conditions:
(1) **Commercial General Liability Insurance (“CGL”).** Contractor shall maintain CGL and must include coverage for liability arising from Contractor’s or its Subcontractor’s acts or omissions in the performance of the Work against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) Two Million Dollars ($2,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least Two Million Dollars ($2,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to Contractor under Contractor’s combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

   a. CGL policy may not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

   b. CGL policy must include contractor’s protected coverage, blanket contractual, and completed operations.

(2) **Workers’ Compensation Insurance and Employer’s Liability:** Contractor shall maintain Workers Compensation coverage, as required by law. The policy must comply with the requirements of the California Workers’ Compensation Insurance and Safety Act and provide protection in the minimum amount of: (i) One Million Dollars ($1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to Contractor under Contractor’s combined insurance policies (including any excess or “umbrella” policies), whichever is greater. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

(3) **Automobile Liability:** Contractor shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if Contractor does not own automobiles, then Contractor shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) One Million Dollars ($1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least One Million Dollars ($1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to Contractor
under Contractor’s combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

(4) **Pollution (Environmental) Liability**: Because the performance of Contractor’s work or service under this Contract involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, Contractor shall procure and maintain Pollution Liability covering Contractor’s liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Contract. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) Two Million Dollars ($2,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to Contractor under Contractor’s combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

(B) **Required Endorsements**. Contractor must provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

(1) **For all Policies**:

a. “Waiver of Subrogation” endorsements providing that the carrier agrees to waive any right of subrogation it may have against the City of Morgan Hill and the City’s elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

(2) **General Liability Policy**:

a. “Additionally Insured” endorsements naming the City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers as additional insureds;

b. “Primary and Non-Contributing” endorsements stating that the policy is primary non-contributing;

c. “Separation of Insureds” endorsements stating that the inclusion of more than one insured will not operate to impair the rights of one insured against another, and the
coverages afforded will apply as though separate policies have been issued to each insured.

(C) **Subcontractors.** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the additional insureds and waiver of subrogation.

(D) **Certificates.** Contractor must furnish City with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to Contractor’s Contract with City shall be reduced, canceled, allowed to expire, or materially changed except after thirty (30) days’ notice by the insurer to City, unless due to non-payment of premiums, in which case ten (10) days written notice must be made to City. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address as follows:

City of Morgan Hill  
Attn: Risk Management  
17575 Peak Avenue  
Morgan Hill, CA 95037

4.4 **Warranty Bond.** As a condition precedent to Final Completion, Contractor must submit a warranty bond, using the form provided by City, to guarantee its Work as specified in Article 11, Completion and Warranty Procedures. The warranty bond must be issued by a surety admitted in California for fifty percent (50%) of the final Contract Price or as otherwise specified in the Contract Documents. If an issuing surety cancels the bond or becomes insolvent, within seven (7) days following written notice from City, Contractor must substitute a surety acceptable to City.

**Article 5**  
**Contract Time**

5.1 **Time is of the Essence.** Time is of the essence in Contractor’s performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) **General.** Contractor must commence the Work on the date indicated in the notice to proceed, and must fully complete the Work, in strict compliance with all requirements of the Contract Documents, and within the Contract Time.
(B) **Rate of Progress.** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If City determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, City may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to City, in order to achieve a rate of progress satisfactory to City. If Contractor fails to comply with City’s directive in this regard, City may, at Contractor’s expense, separately contract for additional workers, materials, or equipment or use City’s own forces to achieve the necessary rate of progress. Alternatively, City may terminate the Contract based on Contractor’s default.

5.2 **Schedule Requirements.** All schedules must be prepared using standard scheduling software acceptable to City, and must provide schedules in electronic and paper form as requested.

(A) **As-Planned (Baseline) Schedule.** Within fifteen (15) calendar days following issuance of the notice of award (or as otherwise specified in the Special Conditions), Contractor must submit to City for review and approval an as-planned (baseline) schedule showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time using critical path methodology. The as-planned schedule must include the work of all trades required for the Work, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the as-planned schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must include, at a minimum, a description of the activity, the start and completion dates, and the duration.

(B) **Progress Schedules.** Contractor must submit an updated progress schedule and three (3)-week look-ahead schedule, in the format specified by City, for review and approval with each application for a progress payment. The progress schedule must show how the actual progress of the Work to date compared to the as-planned schedule, and must identify any actual or potential impacts to the critical path.

(C) **Recovery Schedule.** If City determines that the Work is more than one week behind schedule, within seven (7) days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(D) **Effect of Approval.** Contractor and its Subcontractors must perform the Work in accordance with the most current approved schedule.
unless otherwise directed by City. City approval of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect City’s right to assess liquidated damages for Contractor’s unexcused delay in completing the Work within the Contract Time.

(E) **Posting.** Contractor must at all times maintain a copy of the most current approved progress or recovery schedule posted prominently in its on-site office.

(F) **Reservation of Rights.** City reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by City or others, or to facilitate City’s use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor’s time or cost to perform the Work.

(G) **Authorized Working Days and Times.** Contractor is limited to working Monday through Friday, excluding City of Morgan Hill-observed holidays, during City’s normal business hours, except as expressly provided in the Special Conditions, or as authorized in writing by City. City reserves the right to charge Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in these Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

5.3 Delay and Extensions of Contract Time.

(A) **Excusable Delay.** The Contract Time may be extended if Contractor encounters an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor’s control, and which Contractor could not have avoided or mitigated through planning, foresight, and diligence (“Excusable Delay”). Grounds for Excusable Delay may include fire, earthquake, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, suspension for convenience under Article 13, or unusually severe weather.

(B) **Non-Excusable Delay.** Excusable Delay does not include delay that is concurrent with non-Excusable Delay, and does not include delay caused by:
(1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten (1) years;

(2) Contractor’s failure to order equipment and materials sufficiently in advance of the time needed for timely completion of the Work;

(3) Contractor’s failure to provide adequate notification to utility companies for connections or services necessary for the timely performance and completion of the Work;

(4) foreseeable conditions Contractor could have ascertained from reasonably diligent inspection of the Worksite or review of the Contract Documents; or

(5) Contractor’s financial inability to perform the Work, including insufficient funds to pay its Subcontractors or suppliers.

(C) Request for Extension of Contract Time. A request for an extension of time and associated delay costs must be submitted in writing to City within ten (10) calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6, below. Strict compliance with these requirements is necessary to ensure that any delay or delay costs may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of time or delay costs that does not strictly comply with the requirements of Article 5 and Article 6 will be deemed waived.

(1) Required Contents. The request must include a detailed description of the cause(s) of the delay, and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, e.g., by workforce management, change in sequencing, etc. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor’s plan for continued mitigation of the delay or its effects.

(2) Delay Days and Costs. The request must specify the number of days of Excusable Delay claimed, or provide a realistic estimate if the duration of the delay is not yet known. The request must specify the amount of any delay-related costs that are claimed, or
provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known.

(3) **Supporting Documentation.** The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including schedule and cost impacts, including a time impact analysis using critical path methodology, and demonstrating unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City.

(4) **Burden of Proof.** Contractor has the burden of proving 1) that the delay was an Excusable Delay, as defined above, 2) that Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts, 3) that the delay will unavoidably result in delaying Final Completion, and 4) that any delay costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) **Recoverable Costs.** If Contractor is granted an extension of time for Excusable Delay, recompense for delay costs will be limited to actual, direct, reasonable, and substantiated costs, and will not include home office overhead, or markup for overhead and profit.

(6) **Legal Compliance.** Nothing in this provision is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code Section 7102.

(7) **No Waiver.** Any grant of an extension of time or delay costs due to an Excusable Delay will not operate as a waiver of City’s right to assess liquidated damages for unexcused delay.

(8) **Dispute Resolution.** In the event of a dispute over entitlement to an extension of time or delay costs, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor’s sole recourse for an unresolved dispute based on City’s rejection of a Change Order request for an extension of time or delay costs is to comply with the Dispute Resolution provisions set forth in Article 12, below.

5.4 **LiquidatedDamages.** It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages which
are difficult to determine and accurately specify. Pursuant to Public Contract Code section 7203, if Contractor fails to achieve Final Completion within the Contract Time, City will charge Contractor in the amount specified in the Contract for each day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty.

(A) **Liquidated Damages.** Liquidated damages will not be assessed for any Excusable Delay, as set forth above.

(B) **Milestones.** Liquidated damages will also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) **Setoff.** City is entitled to set off the amount of liquidated damages assessed against any payments otherwise due to Contractor, including setoff against release of retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, City is entitled to recover the balance from Contractor or its performance bond surety.

(D) **Occupancy or Use.** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute City’s acceptance of the Project and will not operate as a waiver of City’s right to assess liquidated damages for Contractor’s unexcused delay in achieving Final Completion.

### Article 6
#### Contract Modification

**6.1 Changes in Work.** City reserves the right to make changes in the Work without invalidating the Contract. City may direct or Contractor may request changes in the Work, and any such changes will be formalized in a Change Order, which may include commensurate changes in the Contract Price or Contract Time as applicable. Contractor must promptly comply with City-directed changes in the Work in accordance with the intent of the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time.

(A) **City-Directed Change.** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change, Contractor must perform the Work as directed and may not delay its work or cease work pending resolution of the dispute, but must continue to comply with its duty to diligently
prosecute the performance and timely completion of the Work, including the Work in dispute.

(B) **Contractor’s Obligations.** In the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents as opposed to changed or extra Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute.

(C) **Remedy for Non-Compliance.** Contractor’s failure to promptly comply with a City-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, City may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor’s sole expense, and may deduct the cost from the Contract Price.

(D) **Dispute Resolution.** Contractor’s sole recourse for an unresolved dispute related to changes in the Work is to comply with the dispute resolution provisions set forth in Article 12, below.

6.2 **Contractor Change Order Requests.** Contractor must submit a request or proposal for a change in the Work or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) **Time for Submission.** Any request for a change in the Contract Price must be submitted in writing to Project Manager within ten (10) calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time.

(B) **Required Contents.** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, and subcontract amounts. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) **Required Documentation.** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions.
(D) **Required Form.** Contractor must use City’s form(s) for submitting all Change Order requests or proposals, unless otherwise specified by City.

(E) **Certification.** All Change Order requests must be signed by Contractor and must include the following certification:

“The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete, and agrees that any costs, expenses, or time extension request not included herein is deemed waived. Contractor understands that submission of claims which have no basis in fact or which Contractor knows to be false may violate the False Claims Act, as set forth in Government Code Sections 12650 et seq.”

6.3 **Adjustments to Contract Price.** The amount of any increase or decrease to the Contract Price will be determined based on one (1) of the following methods in the order provided:

(A) **Unit Pricing.** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or schedule of values, will apply if unit pricing has previously been provided in Contractor’s accepted bid schedule or schedule of values for the affected Work;

(B) **Lump Sum.** A mutually agreed upon lump sum;

(C) **Time and Materials.** On a time and materials basis, which may include a not-to-exceed limit, calculated as the total of the following sums:

1. All direct labor costs plus fifteen percent (15%) for overhead and profit;

2. All direct material costs, including sales tax, plus fifteen percent (15%) for overhead and profit;

3. All direct plant and equipment rental costs, plus fifteen percent (15%) for overhead and profit;

4. All direct subcontract costs plus ten percent (10%) for overhead and profit; and

5. Increased bond or insurance premium costs computed at one and one-half percent (1½ %) of total of the previous four (4) sums.
6.4 **Unilateral Change Order.** If City disagrees with the amount of compensation or extension of time that Contractor has requested, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time in the amount City believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

6.5 **Non-Compliance Deemed Waiver.** Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized extra work.
 Article 7  
General Construction Provisions

7.1 Permits and Taxes.  

(A) **General.** Contractor must obtain and pay for any and all permits, fees, or licenses required to perform the Work, unless otherwise indicated in the Contract Documents. Contractor must cooperate with and provide notifications to government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all notices, permits, licenses, and renewals required for the Work.

(B) **Federal Excise Tax.** Contractor must pay for all taxes on labor, material and equipment, except Federal Excise Tax to the extent that City is exempt from Federal Excise Tax.

7.2 Temporary Facilities. Contractor must provide, at Contractor’s sole expense, any and all temporary facilities, including onsite office, sanitary facilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any utility services incidental thereto.

(A) **Standards.** Such structures must be safe and adequate for the intended use, and installed and maintained in accordance with all applicable federal, state, and local laws, codes, and regulations.

(B) **Removal and Repair.** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City’s property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

(C) **Additional Requirements.** Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

7.3 Signs. No signs may be displayed on or about City’s property, except signage which is required by law or by the Contract Documents, without City’s prior written approval as to content, size, design, and location.

7.4 Protection of Work and Property.  

(A) **General.** Contractor is responsible at all times for protecting the Work and materials and equipment to be incorporated into the Work from
damage until the Notice of Completion has been recorded. Except as specifically authorized by City, Contractor must confine its operations to the area of the Project site indicated in the Drawings. Contractor is liable for any damage caused to City’s real or personal property, the real or personal property of adjacent property owners, or the work or personal property of other contractors working for City.

(B) **Unforeseen Conditions.** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Drawings or apparent from inspection of the Project site, Contractor must promptly notify Project Manager, and must avoid taking any action which could cause damage to the facilities or utilities pending further direction from Project Manager. If Project Manager’s subsequent direction to Contractor affects Contractor’s cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6, above.

(1) **Differing Site Conditions**

• 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.
  • 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.
  • No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
  • No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

(2) **Suspensions of Work Ordered by the Engineer**

• 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.

• 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.

• No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

• 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.

(3) Significant Changes in the Character of Work

• 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.

• 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.

• 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.

• The term “significant change” shall be construed to apply only to the following circumstances:
  o 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
  o 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.

(C) **Support; Adjacent Properties.** Contractor must provide, install, and maintain all shoring, bracing, underpinning, etc., necessary to provide support to City’s property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by law.

**7.5 Noninterference.** Contractor must take reasonable measures to avoid interfering with City’s use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures.

**7.6 Materials and Equipment.**

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation, and must be installed in accordance with the manufacturer’s recommendation. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work, and is responsible for protecting the Work and all of the required materials, supplies, tools and equipment at Contractor’s sole cost until City accepts the Project.

(B) **City-Provided.** If the Work includes installation of materials or equipment to be provided by City, Contractor is solely responsible for the proper examination, handling, storage, and installation of such items in accordance with the Contract Documents. Contractor must promptly notify City of any defects discovered in City-provided materials or equipment. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor’s custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) **Intellectual Property Rights.** Contractor must, at its sole expense, obtain any authorization required for use of patented or copyright protected materials, equipment, devices or processes that are incorporated into the Work. Contractor’s indemnity obligation in Article 4, applies to any claimed violation of intellectual property rights in violation of this provision.
7.7 Substitutions.

(A) **Or Equal.** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words “or equal,” is intended only to indicate quality and type of item desired, and Contractor may request use of any equal material, product, thing, or service.

(B) **Request for Substitution.** A request for substitution must be submitted to Project Manager for approval within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within thirty five (35) days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier.

(C) **Substantiation.** All data substantiating the proposed substitute as an “equal” item must be submitted with the written request for substitution. Contractor’s failure to timely provide necessary substantiation is ground for rejection of the proposed substitution, without further review.

(D) **Burden of Proving Equality.** Contractor has the burden of proving the equality of the proposed substitution. City has sole discretion to determine whether a proposed substitution is “equal,” and City’s determination is final.

(E) **Approval or Rejection.** If the proposed substitution is approved, Contractor is solely responsible for any additional costs associated with the substituted item(s). If the proposed substitution is rejected, Contractor must, without delay, install the item specified.

(F) **Contractor’s Obligations.** City’s review of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

7.8 Testing and Inspection.

(A) **General.** All materials, equipment, and workmanship used in the Work are subject to inspection by Inspector at all times and locations during construction and/or fabrication. All manufacturers’ application or installation instructions must be provided to the Inspector at least ten (10) days prior to the first such application or installation. Contractor must, at all times, make the Work available for inspection.
(B) **Scheduling and Notification.** Contractor must schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must provide timely notice to all necessary parties as specified in the Contract Documents.

(C) **Responsibility for Costs.** City will bear the initial cost of testing to be performed by independent testing consultants retained by City, subject to the following exceptions:

1. Contractor will be responsible for the costs of any subsequent tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.
2. Contractor will be responsible for inspection costs, at City’s established rates, for inspection time lost because the Work is not ready or Contractor fails to appear for a scheduled inspection.
3. In addition, if any portion of the Work which is subject to testing is covered or concealed by Contractor prior to testing, Contractor will bear the cost of making that portion of the Work available for the testing required by the Contract Documents, and any associated repair or remediation costs.

(D) **Contractor’s Obligations.** Any Work that fails to comply with the requirements of the Contract Documents must be promptly repaired, replaced, or corrected by Contractor, at Contractor’s sole expense, even if that Work was previously inspected or included in a progress payment. Contractor is solely responsible for any delay occasioned by remediation of noncompliant Work. Inspection of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified.

(E) **Distant Locations.** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) **Final Inspection.** The provisions of this Section 7.8 apply to final inspection under Article 11, Completion and Warranty Provisions.

7.9 **Clean up.** Contractor must regularly remove debris and waste materials and maintain the Worksite in clean and neat condition.

(A) **General.** Prior to discontinuing work in an area, Contractor must clean the area and remove all rubbish along with its construction equipment, tools, machinery, waste and surplus materials. Contractor
must, at all times, minimize and confine dust and debris resulting from construction activities.

(B) **Completion.** At the completion of the Work, Contractor must remove from the Worksite all of its equipment, tools, surplus materials, waste materials and debris. Before demobilizing from the Worksite, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas.

(C) **Non-Compliance.** If Contractor fails to commence compliance with its cleanup obligations within two (2) business days following written notification from City or its representative, City may undertake appropriate cleanup measures without further notice and the cost will be deducted from any amounts due or to become due Contractor.

7.10 **Instructions and Manuals.** Contractor must provide three (3) copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for City to easily maintain and service the materials and equipment installed for this Project.

(A) **Submittal Requirements.** All manufacturers’ application or installation instructions must be provided to the Inspector at least ten (10) days prior to the first such application. The instructions and manuals, along with any required guarantees, must be delivered to City for review.

(B) **Instruction of Personnel.** Contractor or its Subcontractors must instruct City’s personnel in the operation and maintenance of any complex equipment as a condition precedent to Final Completion, if required in the Contract Documents.

7.11 **As-built Drawings.** Contractor and its Subcontractors must maintain on the Worksite a separate complete set of the Drawings which will be used solely for the purpose of recording changes made in any portion of the Work in order to create accurate record drawings at the end of the Project.

(A) **Duty to Update.** The as-built drawings must be updated as changes occur, on a daily basis if necessary. Progress payments may be delayed, in whole or in part, until the as-built drawings are brought up to date to the satisfaction of City. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities, etc., installed underground, in walls, floors, or otherwise concealed. Deviations from the original Drawings must be
shown in detail. The location of all main runs, whether piping, conduit, ductwork, drain lines, etc., must be shown by dimension and elevation.

(B) **Final Completion.** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to City for review and approval as a condition precedent to Final Completion.

7.12 **Existing Utilities.** As required by Government Code Section 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site, if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor’s failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Drawings or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent such delay was caused by City’s failure to provide for removal or relocation of the utility facilities.

7.13 **Notice of Excavation.** Government Code Section 4216.2, requires that except in an emergency, Contractor must contact the appropriate regional notification center, or Underground Services Alert at 800-642-2444 (for Northern California), at least two (2) working days, but not more than fourteen (14) calendar days before starting any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations, and if practical, Contractor must delineate with white paint or other suitable markings the area to be excavated.

7.14 **Trenching and Excavations.**

(A) **Duty to Notify.** Contractor must promptly, and before the following conditions are disturbed, provide written notice to City if Contractor finds any of the following conditions:

(1) Material that Contractor believes may be a hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law;
(2) Subsurface or latent physical conditions at the Worksite differing from those indicated by information about the Worksite made available to bidders prior to the deadline for submitting bids; or

(3) Unknown physical conditions at the Worksite of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

(B) **City Investigation.** City will promptly investigate the conditions and if City finds that the conditions do materially differ or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, City will issue a Change Order.

(C) **Disputes.** In the event that a dispute arises between City and Contractor regarding any of the conditions specified in subsection (A) above, Contractor will not be excused from any scheduled completion date provided for in the Contract Documents, but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes between Contractor and City.

7.15 **Trenching of Five Feet or More.** As required by Labor Code Section 6705, if the Contract Price exceeds Twenty Five Thousand Dollars ($25,000.00) and the Work includes the excavation of any trench or trenches of five (5) feet or more in depth, a detailed plan must be submitted to City or its civil or structural engineer, for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

7.16 **New Utility Connections.** City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify City sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.

7.17 **Lines and Grades.** Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work.
7.18 **Historic or Archeological Items.**

(A) **Contractor’s Obligations.** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, burial grounds, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, “Historic or Archeological Items”).

(B) **Discovery; Cessation of Work.** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an eighty five (85) foot radius of the find and may not resume until authorized in writing by City. If required by City, Contractor must assist in protecting or recovering the Historic or Archeological Items, any such assistance to be compensated as extra work on a time and materials basis under Article 6, Contract Modification. Any suspension of Work required due to discovery of Historic or Archeological Items will be treated as a suspension for convenience under Article 13.

7.19 **Environmental Control.** Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor and its Subcontractors must at all times in the performance of the Work comply with all applicable federal, state, and local laws and regulations concerning pollution of waterways.

(A) **Stormwater Permit.** Contractor must comply with all applicable conditions of the State Water Resources Control Board national Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity (“Stormwater Permit”).

(B) **Contractor’s Obligations.** If required for the Work, a copy of the Stormwater Permit is on file in City’s principal administrative offices, and Contractor must comply with the same without adjustment of the Contract Price or the Contract Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit, Contractor must comply with all other applicable state, municipal or regional laws, ordinances, rules or regulations governing discharge of stormwater, including applicable municipal stormwater management programs.
8.1 **Schedule of Values.** Prior to submitting its first application for payment, Contractor must prepare and submit to Project Manager a schedule of values apportioned to the various divisions and phases of the Work. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor’s bid.

8.2 **Progress Payments.** Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to Project Manager, a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) **Application for Payment.** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Worksite, as well as authorized and approved Change Orders. Each pay application must be supported by Contractor’s schedule of values and any other substantiating data required by the Contract Documents.

Each application for payment shall be accompanied by completed “Contract Balance Form,” a copy of which is provided at the end of Article 8.

(B) **Payment of Undisputed Amounts.** City will pay the undisputed amount due, as certified by the Design Professional, within thirty (30) days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code Section 20104.50. City will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may deduct additional amounts as set forth in Section 8.3, below.

8.3 **Adjustment of Payment Application.** City may adjust or reject a payment application, including application for Final Payment, in whole or in part, based upon any of the circumstances listed below. Contractor will be notified in writing of the basis for the adjustment, and will be promptly paid once the basis for that adjustment has been remedied and no longer exists.
(A) Contractor’s unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items;

(B) Loss or damage caused by Contractor or its Subcontractor(s) arising out of or relating to performance of the Work;

(C) Contractor’s failure to pay its Subcontractors and suppliers when payment is due;

(D) Failure to timely correct rejected, nonconforming, or defective Work;

(E) Unexcused delay in performance of the Work;

(F) Any unreleased stop notice, retained as one hundred twenty five percent (125%) of the amount claimed;

(G) Failure to submit any required schedule or schedule update in the manner and within the time specified in the Contract Documents:

(H) Failure to maintain or submit as-built documents in the manner and within the time specified in the Contract Documents;

(I) Work performed without approved Shop Drawings, when approved Shop Drawings are required before proceeding with the Work;

(J) Contractor’s payroll records are delinquent or inadequate; and

(K) Any other costs or charges that may be offset against payments due, as provided in the Contract Documents, including liquidated damages.

8.4 Acceptance of Work. Neither City’s payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

8.5 Retention. City will retain five percent (5%) of the amount due on each progress payment, or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work.

(A) Substitution of Securities. As provided by Public Contract Code Section 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Any escrow agreement entered into pursuant to this provision must fully
comply with Public Contract Code Section 22300, and will be subject to approval as to form by City’s legal counsel.

(B) **Release of Undisputed Retention.** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld under Section 8.3 or 8.6 will be released as Final Payment to Contractor no sooner than thirty five (35) days following recordation of the notice of completion, and no later than sixty (60) days following acceptance of the Project by City’s governing body or authorized designee, or, if the Project has not been accepted, no later than sixty (60) days after the Project is otherwise considered complete under Public Contract Code Section 7107(c).

8.6 **Setoff.** City is entitled to set off any amounts due from Contractor against any payments due to Contractor. City’s entitlement to setoff includes progress payments as well as Final Payment and release of retention.

8.7 **Prompt Payment to Subcontractors and Suppliers.** 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 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 and 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. This clause applies to both DBE and non-DBE subcontractors.

(A) **Withholding for Stop Notice.** City will withhold one hundred twenty five percent (125%) of the amount claimed by an unreleased stop notice, a portion of which may be retained by City for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

(B) **Joint Checks.** City reserves the right to issue joint checks made payable to Contractor and its Subcontractors or suppliers. As a condition to release of payment by a joint check, the joint check payees may be
required to execute a joint check agreement in a form provided or approved by City. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

8.8 **Final Payment.** Final Completion, acceptance of the Work by City, and recordation of the Notice of Completion, and any release required by the Contract Documents are conditions precedent to Final Payment and release of undisputed retention, as set forth above. Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. The date of Final Payment is deemed to be effective on the date that City acts to release retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.

8.9 **Release of Claims.** City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts. Any disputed amounts may be specifically excluded from the release.

8.10 **Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.
CONTRACT BALANCE FORM

Project Name: Monterey Road Preservation Project

Note: A detailed invoice MUST be attached to this Contract Balance Form.

| CONTRACTOR NAME: __________________________ | DATE: __________________________ |
| MAILING ADDRESS: __________________________ | TELEPHONE NO.: __________________ |
| | FAX NO.: __________________________ |
| | PROJECT NO.: __________________________ |
| | INVOICE NO.: __________________________ |

1. ORIGINAL CONTRACT AMOUNT: $________
2. APPROVED CHANGE ORDERS TOTAL: $________
3. REVISED CONTRACT AMOUNT: (1+2) $________
4. PREVIOUS BALANCE PAID: $________
5. REMAINING BALANCE: (3-4) $________
6. CURRENT PROGRESS PAYMENT DUE: $________
   *(before retention)*
7. 5% RETENTION FROM WORK DONE: (-)$________
8. CURRENT BALANCE DUE: (6-7) $________
9. REMAINING BALANCE OF REVISED CONTRACT AMOUNT: (5-8) $________
   *(including retention)*
Article 9
Labor Provisions

9.1 Discrimination Prohibited. Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Federal and California laws including the California Fair Employment and Housing Act, (Government Code Sections 12900 et seq.), Government Code Section 11135, and Labor Code Sections 1735, 1777.5, 1777.6, and 3077.5.

9.2 Labor Code Requirements.

(A) Eight Hour Day. Under Labor Code Section 1810, eight (8) hours of labor constitute a legal day’s work under this Contract.

(B) Penalty. Under Labor Code Section 1813, Contractor will forfeit to City as a penalty, the sum of $25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight (8) hours in any one (1) calendar day or more than forty (40) hours per calendar week, except if such workers are paid overtime under Labor Code Section 1815.

(C) Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code Section 1777.5, which is fully incorporated by reference.

(D) Notices. Under Labor Code Section 1771.4, Contractor is required to post all job site notices prescribed by law or regulation.

9.3 Prevailing Wages. Each worker performing Work under this Contract that is covered under Labor Code Section 1720, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at [http://www.dir.ca.gov/dlsr](http://www.dir.ca.gov/dlsr). Contractor must post a copy of the applicable prevailing rates at the Worksite.

(A) Penalties. Under Labor Code Section 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to Two Hundred Dollars ($200.00) for each calendar day, or portion a day, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.
(B) **Federal Requirements.** If this Project is subject to Federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the current applicable prevailing wage rates under federal law, available online at [http://www.access.gpo.gov/davisbacon/ca.html](http://www.access.gpo.gov/davisbacon/ca.html).

9.4 **Payroll Records.** Contractor must comply with the provisions of Labor Code Sections 1776 and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for electronic submission of payroll records.

(A) **Contractor and Subcontractor Obligations.** Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.
2. Contractor or Subcontractor has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) **Certified Record.** A certified copy of an employee’s payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, or to the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, and as further provided by the Labor Code.

(C) **Enforcement.** Upon notice of noncompliance with Labor Code Section 1776, Contractor or Subcontractor has ten (10) days in which to comply with requirements of this section. If Contractor or Subcontractor fails to do so within the ten (10) day period, Contractor or Subcontractor will forfeit a penalty of One Hundred Dollars ($100.00) per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from progress payments then due.
9.5 **Labor Compliance.** Under Labor Code section 1771.4, the Contract for this Project, is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

## Article 10

### Safety Provisions

10.1 **Safety Precautions and Programs.** Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must comply with all applicable safety laws, rules and regulations and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite, materials and equipment stored on or off site, and property at or adjacent to the Worksite.

(A) **Reporting Requirements.** Contractor must immediately provide a written report to City of all recordable accidents and injuries occurring at the Worksite. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to City.

(B) **Legal Compliance.** Contractor’s safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by law or regulation.

(C) **Contractor’s Obligations.** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(D) **Remedies.** If City determines, in its sole discretion, that any part of the Work or Worksite is unsafe, City may, without assuming responsibility for Contractor’s safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City’s satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor’s compliance with City’s request for corrective measures pursuant to this provision.

10.2 **Hazardous Materials.** Unless otherwise specified, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Worksite that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been
rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

10.3 Material Safety. Contractor must maintain Material Safety Data Sheets ("MSDS") at the Worksite, as required by law, for materials or substances used or consumed in the performance of the Work. The MSDS will be accessible and available to Contractor’s employees, Subcontractors, and City.

(A) **Contractor Obligations.** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Worksite and/or used in the performance of the Work.

(B) **Labeling.** Contractor must ensure proper labeling on any material brought onto the Worksite so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

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Article 11
Completion and Warranty Provisions

11.1 Final Completion.

(A) **Final Inspection.** When the Work required by this Contract is fully performed, Contractor must provide written notification to Project Manager requesting final inspection. Based on this inspection, the Design Professional will prepare a punch list of items that are incomplete, incorrectly installed, or not operating as required by the Contract Documents. The omission of any such item from this punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents.

(B) **Punch List.** City will promptly deliver the punch list to Contractor and will specify the time by which all of the punch list items must be completed or corrected. The punch list may include City’s estimated cost to complete each punch list item if Contractor fails to do so within the specified time.

(C) **Requirements for Final Completion.** Final Completion will be achieved upon completion or correction of all punch list items, as verified by inspection, and upon satisfaction of all other Contract requirements,
including any commissioning required under the Contract Documents, and submission of all final submittals, including a warranty bond as required under Section 4.4, instructions and manuals as required under Section 7.10, and as-built drawings as required under Section 7.11, all to City’s satisfaction. Once Final Completion is achieved, and the Project has been formally accepted by City, City will file a notice of completion with the County Recorder.

(D) **Final Payment.** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than thirty five (35) days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, City may elect to accept the Project and record the notice of completion, and withhold up to one hundred fifty percent (150%) of City’s estimated cost to complete the remaining items from Final Payment.

11.2 **Warranty.**

(A) **General.** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. At City’s request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor’s warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) **Warranty Period.** Contractor’s warranty must guarantee its Work for a period of one (1) year from the date of recordation of the notice of completion (the “Warranty Period”), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) **Warranty Documents.** As a condition precedent to acceptance, Contractor must supply City with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) **Subcontractors.** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor expressly agrees to act as co-guarantor of such Work.
(E) **Contractor’s Obligations.** Upon written notice from City to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor’s obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period.

(F) **City’s Remedies.** If Contractor and/or its responsible Subcontractor fails to correct defective Work within ten (10) days following notice by City, or sooner, if required by the circumstances, Contractor expressly agrees that City may correct the defects to conform with Contract Documents at Contractor’s sole expense, and Contractor agrees to reimburse City for its costs within thirty (30) days following City’s submission of a demand for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor’s compliance with this provision, and City is the prevailing party in such action, Contractor is solely responsible for all of City’s attorney’s fees and legal costs expended to enforce Contractor’s warranty obligations herein in addition to any and all costs incurred by City to correct the defective Work.

11.3 **Use Prior to Final Completion.** City reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if City has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion. City will notify Contractor in writing of its intent to occupy or make use of the Project or any portions of the Project, pursuant to this provision.

(A) **Non-Waiver.** Occupation or use prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of City’s rights or Contractor’s duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) **City’s Responsibility.** City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before final completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor’s cost or time to perform the Work.
11.4 **Substantial Completion.** For purposes of determining “substantial completion” with respect to any statute of repose pertaining to the time for filing an action for construction defect, “substantial completion” is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to recordation of the Notice of Completion, except for warranty work performed under this Article.

**Article 12**

**Dispute Resolution**

12.1 **Claims.** This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) **Definition.** “Claim” means a separate demand by Contractor, submitted in writing, for change in the Contract Time or Contract Price that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part.

(B) **Limitations.** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by City.

(C) **Scope of Article.** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount, and applies in addition to the provisions of Public Contract Code Section 9204 and Sections 20104 et seq.

(D) **No Work Delay.** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of the Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

12.2 **Claims Submission.** The following requirements apply to any Claim subject to this Article:

(A) **Substantiation.** The Claim must be submitted to City in writing, clearly identified as a “Claim” submitted pursuant to this Article 12, and must include all of the documents necessary to substantiate the Claim.
including the Change Order request that was rejected in whole or in part, and copy of the City’s written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each claimed cost. Any Claim for an extension of time or delay costs must be substantiated with schedule analysis and narrative depicting and explaining claimed time impacts.

(B) **Claim Format.** A Claim must be submitted in the following format:

(1) General introduction, specifically identifying the submission as a “Claim” submitted under this Article 12.

(2) Relevant background information, including identification of the specific demand at issue, and the date of City’s rejection of that demand.

(3) Detailed explanation of the issue(s) in dispute. For multiple issues, separately number and identify each issue and include the following for each separate issue:

   (a) The background of the issue, including references to relevant provisions of the Contract Documents;

   (b) A succinct statement of the matter in dispute, including Contractor’s position and the basis for that position;

   (c) A chronology of relevant events;

   (d) The identification and attachment of all supporting documents (see subsection (A), above, on substantiation); and

   (e) Use of a separate page for each issue.

(4) Summary of issues and damages.

(5) The following certification, executed by Contractor’s authorized representative:
The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim are true and correct. Contractor warrants that this Claim is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay claim not included herein are deemed waived. Contractor understands that submission of a Claim which has no basis in fact or which Contractor knows to be false may violate the False Claims Act (Government Code Section 12650 et seq.).

(C) Submission Deadlines.

(1) A Claim must be submitted within fifteen (15) days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment, or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within fifteen (15) days of the effective date of Final Payment, under Section 8.8, above.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.

12.3 City’s Response. City will respond within forty five (45) days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the forty five (45)-day period is extended by mutual agreement of City and Contractor. However, the City may first request, in writing, within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against Contractor. If Contractor fails to submit the additional documentation to City within fifteen (15) days of receipt of City’s request, the Claim will be deemed waived.

(A) Additional Information. If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor.

(B) City’s Response. City’s written response to the Claim, as further documented, will be submitted to Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater
than that taken by Contractor in producing the additional information, whichever is greater.

(C) **Non-Waiver.** Any failure by City to respond within the times specified above may not be construed as acceptance of the Claim in whole or in part, or as a waiver of any provision of these Contract Documents.

**12.4 Meet and Confer.** If Contractor disputes City’s written response, or City fails to respond within the specified time, Contractor must notify City in writing, either within fifteen (15) days of receipt of City’s response, or within fifteen (15) days of City’s failure to respond within the specified time, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to dispute City’s response, in writing, within the specified times, Contractor’s Claim will be deemed waived.

(A) **Schedule Meet and Confer.** Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within thirty (30) days, or later if needed to ensure the mutual availability of all of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) **Location for Meet and Confer.** The meet and confer conference will be scheduled at a location at or near City’s principal office.

(C) **Written Statement After Meet and Confer.** Within ten (10) working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) **Submission to Mediation.** If the Claim or any portion remains in dispute following the meet and confer conference, within ten (10) working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the disputed portion(s) will be submitted for mediation as set forth below.

**12.5 Mediation and Government Code Claims.**

(A) **Mediation.** Mediation under this Article will be scheduled within sixty (60) days following conclusion of the meet and confer process, with a mediator that the parties mutually agreed upon. The mediation itself may take place more than sixty (60) days following conclusion of the meet and confer process to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. The parties must share the costs of mediation equally, except costs...
incurred by each party for representation by legal counsel or any other consultant.

(B) **Government Code Claims.**

(1) Timely presentment of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract.

(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied as a result of the meet and confer process, including any period of time used by the meet and confer process. If the parties agree to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

12.6 **Tort Claims.** This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.

12.7 **Arbitration.** It is expressly agreed, under California Code of Civil Procedure Section 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator’s award must be supported by law and substantial evidence.

12.8 **Damages.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to recovery of any alleged home office overhead. The Eichleay Formula or similar formula may not be used for any recovery under the Contract. Contractor is not entitled to consequential damages, including home office overhead or any form of overhead not directly incurred at the Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract.

12.9 **Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.
Article 13
Suspension and Termination

13.1 Suspension for Cause. In addition to all other remedies available to City, if Contractor fails to perform or correct work in accordance with the Contract Documents, City may immediately order the Work, or any portion of it, suspended until the cause for the suspension has been eliminated to City’s satisfaction.

(A) **Failure to Comply.** Contractor will not be entitled to an increase in Contract Time or Contract Price for a suspension occasioned by Contractor’s failure to comply with the Contract Documents.

(B) **No Duty to Suspend.** City’s right to suspend the Work will not give rise to a duty to suspend the Work, and City’s failure to suspend the Work will not constitute a defense to Contractor’s failure to comply with the requirements of the Contract Documents.

13.2 Suspension for Convenience. City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City’s convenience, and not due to any act or omission by Contractor or its Subcontractors. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work as directed by City. The Contract Price and the Contract Time will be equitably adjusted by Change Order to reflect the cost and delay impact occasioned by such suspension for convenience.

13.3 Termination for Default. Contractor may be deemed in default for a material breach of or inability to perform the Contract, including Contractor’s refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct rejected work; disregard of laws, regulations, ordinances, rules, or orders of any public agency with jurisdiction over the Project; or if Contractor lacks financial capacity to complete the Work within the Contract Time; or is otherwise responsible for a material breach of the Contract requirements.

(A) **Notice.** Upon City’s determination that Contractor is in default, City may provide Contractor and its surety written notice of default and intent to terminate the Contract.

(B) **Termination.** Within seven (7) calendar days after notice of intent to terminate for default has been given, unless the default is cured or
arrangements to cure the default have been made and memorialized in writing, to City’s satisfaction, City may terminate the Contract by written notice to Contractor with a copy to Contractor’s surety.

(C) **Waiver.** Time being of the essence in the performance of the Work, if Contractor’s surety fails to arrange for completion of the Work in accordance with the Performance Bond, within seven calendar days from the date of the notice of termination, Contractor’s surety will be deemed to have waived its right to complete the Work under the Contract, and City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by City to complete the Work following termination. In addition, City will have the right to use any materials, supplies, and equipment belonging to Contractor and located at the Worksite for the purposes of completing the remaining Work.

(D) **Wrongful Termination.** If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor’s damages will be strictly limited to the compensation provided for termination for convenience, in Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including consequential damages, lost opportunity costs or lost profits.

13.4 **Termination for Convenience.** City reserves the right to terminate all or part of the Contract for convenience upon written notice to Contractor. Upon receipt of such notice, Contractor must immediately stop the Work, comply with City’s instructions to protect the completed Work and materials, and use its best efforts to minimize further costs. In the event of termination for convenience, the parties agree that the following will constitute full and fair compensation to Contractor, and that Contractor will not be entitled to any additional compensation:

(A) **Completed Work.** The value of its Work satisfactorily performed to date, including Project overhead and profit based on Contractor’s schedule of values;

(B) **Demobilization.** Actual and substantiated demobilization costs; and

(C) **Markup.** Five percent (5%) of the total value of the Work performed as of the date of notice of termination or five percent (5%) of the value of the Work yet to be completed, whichever is less.
13.5 **Provisions Remaining in Effect.** Upon termination pursuant to this Article, the provisions of the Contract Documents remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising prior to the termination date.

**Article 14**  
**Miscellaneous Provisions**

14.1 **Assignment of Unfair Business Practice Claims.** Under Public Contract Code Section 7103.5, Contractor and its Subcontractors agree to assign to 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 Contract or subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.

14.2 **Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be amended accordingly.

14.3 **Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by the waiving party.

14.4 **Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.

14.5 **Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that that bids were due.
14.6 **Buy America.** Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];

2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;

2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

14.7 **Quality Assurance.** The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

14.8 **FEMALE AND MINORITY GOALS.** To comply with Section II, "Nondiscrimination," of “Required Contract Provisions Federal-Aid Construction Contracts,” the following are goals 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**

<table>
<thead>
<tr>
<th>Economic Area</th>
<th>Goal (Percent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>17 SMSA Counties: 7400 San Jose, CA CA Santa Clara, CA</td>
<td>19.6</td>
</tr>
</tbody>
</table>
14.9 TITLE VI ASSURANCES. During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as Contractor) agrees as follows:

1. **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.

2. **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.

3. **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.

4. **Information and Reports:** Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of Contractor’s noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
a. withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
b. cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions: Contractor shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

14.10 USE OF UNITED STATES-FLAG VESSELS. The CONTRACTOR agrees-

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

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

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.
1. **Preconstruction Conference.**
A preconstruction conference shall be scheduled after award of the contract.

2. **Initial Schedule.**
Contractor’s initial schedule shall be submitted to Engineer no later than the Preconstruction Conference.

3. **Reference to Standard Specifications.**
Any reference to “Standard Specifications,” “State Specifications” or “CSS” within these Contract Documents shall mean the current edition of the Standard Specifications of the State of California, Department of Transportation and the following shall apply:

   3.1 In case of conflict between the Standard Specifications and the Contract Documents, the Contract Documents shall govern.

   3.2 Where the term “Engineer” is used in the Standard Specifications, it shall mean the City Engineer or authorized designee(s).

   3.3 Where the term “Special Provisions” is used in the Standard Specifications, it shall mean these Supplemental General Conditions.

   3.4 Where the term “State” is used in the Standard Specifications, it shall mean “City.”

   3.5 Any provisions for measurement and payment specified in the Standard Specifications shall be disregarded and the provisions of these Contract Documents shall govern.

4. **Shop Drawings.**
Whenever shop drawings are required by the Contract Documents or by Engineer, Contractor shall submit five (5) prints of each shop drawing to Engineer. The term "shop drawing" includes detail design calculations, fabrication and installation drawings, lists, graphs, operation instructions, etc.

   4.1 If three prints of the drawing are returned to Contractor marked “NO EXCEPTIONS TAKEN,” further revision of the drawings will not be required. If one print of the drawing is returned to Contractor marked “REVISE AND RESUBMIT,” Contractor shall revise the drawing and resubmit five (5) copies of the revised drawing to Engineer. City reserves the right to withhold payment due Contractor to cover additional costs of Engineer’s review beyond the second submission.
4.2 Fabrication of an item shall not commence before Engineer has reviewed the pertinent shop drawings and returned copies to Contractor marked either “NO EXCEPTIONS TAKEN” or “MAKE CORRECTIONS NOTED.”

4.3 Revisions indicated on shop drawings are deemed necessary to meet the existing requirements of the Contract Documents and shall not be taken as the basis of claims for extra work. Contractor shall have no claim for damages or extension of time due to any delay resulting from making the required revisions to shop drawings. Engineer’s review of the shop drawings shall not relieve the Contractor of responsibility for any errors or omissions contained in the shop drawings nor shall such review operate to waive or modify any provision contained in the Contract Documents.

5. Water
City shall provide water required for performance of the Work. Contractor is responsible for the appropriate disposal of waste water in coordination with City personnel. Contractor shall provide a backflow preventer on all point of connections to the City Water System. All backflow preventers shall be checked and approved by the City Water Division. Contractor shall provide a deposit (refundable) and make necessary arrangements to pick up a hydrant meter at the Morgan Hill Public Works Office. At the completion of the Project, if the hydrant meter is not returned promptly or if it is damaged, Contractor shall forfeit its deposit.

6. Equipment
The Contractor shall provide and use equipment and plants suitable to produce the quality of work and materials required by the Contract Documents. Contractor may be required to remove equipment which the Engineer deems unsuitable for the Work. Contractor shall ensure that equipment is operated by trained, experienced operators, and at a speed or rate of production not to exceed that recommended by the manufacturer. Any vehicles used to haul materials over existing streets and highways shall be equipped with pneumatic tires.

7. Lines and Grades.
Engineer shall set the stakes or marks necessary to establish the lines and grades required for the completion of the Work in accordance with the Contract Documents. Contractor shall give at least two (2) working days notice to Engineer of the need for setting any lines and grades.

7.1. Distances and measurements are given and will be made in a horizontal plane. Grades are given from the top of stakes or nail unless otherwise noted. Three consecutive points shown on the same rate of slope must be used in common in order to detect any variation from a straight grade. Any variation from a straight grade, straight slope or line,
must be reported to the Engineer. If such discrepancy is not reported to the Engineer, the Contractor shall be responsible for any error in the finished work.

7.2 The Contractor shall preserve all stakes and points set for lines, grades or measurements of the work in their proper places until authorized by the Engineer to remove them. All expense incurred by replacing stakes that have been removed without proper authority may be deducted from any payment due to the Contractor.

8. **Disposal of Materials Outside of Street Right-of-Way.**

Unless otherwise specified in the Specifications or Supplemental General Conditions, Contractor is solely responsible for disposing of materials outside the street right-of-way and for all associated costs. Before disposing materials outside the street right-of-way, Contractor shall 1) obtain a written release from the property owner releasing City from any and all responsibility in connection with the disposal of material on that property; and 2) obtain permission from the Engineer to dispose of the material at the permitted location.

9. **Emergency Contact.**

Prior to the commencement of Work on the Project, Contractor shall provide contact information to Engineer for the person designated by Contractor to respond to any emergency that arises on the Worksite during the course of the Project. That person shall be responsible for responding to the Worksite within thirty (30) minutes following notification of an emergency by the City’s Police or Fire Department, regardless of the time of day.

10. **Right-of-Way.**

City shall provide the right-of-way for performance of the Work. Contractor is solely responsible for any additional area required outside of the designated the right-of-way, unless otherwise provided in the Contract Documents.

11. **Environmental Control.**

Contractor shall not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor and its subcontractors shall at all times in the performance of the Work comply with all applicable federal, state, and local laws and regulations concerning pollution of waterways.

12. **Attorneys’ Fees.**

If any legal action or proceeding is brought between City and Contractor arising out of, relating to or seeking the interpretation or enforcement of the terms of these Contract Documents, the prevailing party will be entitled to reasonable attorneys’ fees and costs, including the attorneys’ fees and costs for any arbitration, appeal, or enforcement of judgment.
13. **Authorized Work Days and Hours.**

   13.1 **Authorized Work Days.** Except as expressly authorized in writing by City, Contractor is limited to performing Work on the Project on the following days of the week, excluding holidays observed by City: Monday through Friday.

   13.2 **Authorized Work Hours.** Except as expressly authorized in writing by City, Contractor is limited to performing Work on the Project during the following hours: 9pm to 6am.
TECHNICAL PROVISIONS

SECTION 1 - GENERAL REQUIREMENTS

1.00 Scope of Work

The scope of the work for this project includes installing an AC Overlay with pavement fabric and ancillary work including pavement milling/grinding, full depth AC pavement repair, crack sealing, adjusting utility fames to grade, replacement of traffic signal detector loops and replacement of all existing traffic delineation and all related work on Monterey Road between East Dunne Avenue and East Middle Avenue.

2.00 Mobilization

a. Description: Mobilization shall consist of preparatory work and operations, including but not limited to, that necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, and for all other work and operations which must be performed or for costs incurred prior to beginning work and in the course of work on various contract items at the project site. Mobilization shall be in accordance with Section 11 "Mobilization" of the Standard Specifications of the State of California, Department of Transportation (CSS).

b. Measurement and Payment: Mobilization shall be measured on a lump sum basis. The contract lump sum price paid for “Mobilization” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in compliance with the CSS and these Technical Provisions including, but not limited to, all mobilization, remobilization, demobilization, moving to new locations, and replacing and disposing of material, as specified in the CSS and these Technical Provisions, and as directed by the Engineer. The contract lump sum price paid for “Mobilization” shall not exceed 5% of the total of all other bid items.

3.00 Water Pollution Control

a. Description: Water pollution control work shall conform to the provisions in Section 7-1.01G, “Water Pollution,” of the CSS and these Technical Provisions.

Water pollution control work shall conform to the requirements in the “Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual” and the “Construction Site Best Management Practices (BMPs) Manual,” and addenda thereto issued up to, and including, the date of advertisement of the project. These manuals are hereinafter referred to respectively as the “Preparation Manual” and the “Construction Site BMPs Manual,” and collectively, as the “Manuals.” Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520, and from the Department’s Internet website at: http://www.dot.ca.gov/hq/construc/ stormwater.html.
The Contractor shall know and fully comply with applicable provisions of the Manuals, and Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from both the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.01, “Laws to be Observed,” and 7-1.12, “Indemnification and Insurance,” of the CSS.

Water pollution control requirements shall apply to storm water and non-storm water discharges from areas outside the project site which are directly related to construction activities for this contract including, but not limited to, asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards and access roads. The Contractor shall comply with the Manuals for those areas and shall implement, inspect and maintain the required water pollution control practices.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the City as a result of the Contractor's failure to comply with the provisions in this section “Water Pollution Control” including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State and local regulations and requirements as set forth therein.

Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

b. **Measurement and Payment:** Full compensation for water pollution control shall be considered as included in the contract price paid for various items of work involved and no additional compensation will be allowed therefor.

### 4.00 Scheduling

a. **Description:** The Contractor shall submit a complete, tentative project schedule at the time of the pre-construction meeting. A minimum of five (5) working days prior to beginning work on any of the streets, the Contractor shall submit to the Engineer for approval a detailed written schedule of work listing the dates on which individual streets shall be surfaced. Following approval, the Contractor shall adhere diligently to the approved written schedule in the prosecution of the work.

The Contractor shall post “No Parking” signs on affected street locations indicating the date of work at least three (3) calendar days prior to the actual work. The Contractor shall also notify individual residents who will be adversely affected by the work in writing via fliers or door hangers one (1) week prior to work. The Contractor shall submit for approval by the Engineer a sample of the written notification to be supplied any affected residents and/or businesses. This sample shall be submitted at the time of the pre-construction meeting. Any expenses incurred by delays caused by the failure of the
Contractor to adhere to the approved schedule or to properly notify residents and/or businesses shall be borne solely by the Contractor.

b. **Measurement and Payment:** Full compensation for scheduling shall be considered as included in the contract price paid for various items of work involved and no additional compensation will be allowed therefore.

### 5.00 Construction Area Traffic Control Devices

**a. Description:** Flagging, signs, and all other traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, “Construction Area Traffic Control Devices,” of the CSS and these Technical Provisions.

Category 1 traffic control devices are defined as those devices that are small and lightweight (less than 45 kg {100 pounds}), and have been in common use for many years. The devices shall be known to be crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 traffic control devices. Self-certification shall be provided by the manufacturer or Contractor and shall include the following: date, Federal Aid number (if applicable), expenditure authorization, district, county, route and kilometer post {post mile} of project limits; company name of certifying vendor, street address, city, state and zip code; printed name, signature and title of certifying person; and an indication of which Category 1 traffic control devices will be used on the project. The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 traffic control devices are defined as those items that are small and lightweight (less than 45 kg {100 pounds}), and that are not expected to produce significant vehicular velocity change, but may otherwise be potentially hazardous. Category 2 traffic control devices include: barricades and portable sign supports.

Category 2 devices purchased on or after October 1, 2000 shall be on the Federal Highway Administration (FHWA) Acceptable Crashworthy Category 2 Hardware for Work Zones list. This list is maintained by FHWA and can be located at the following internet address:


The Department maintains a secondary list at the following internet address:


Category 2 devices that have not received FHWA acceptance, and were purchased before October 1, 2000, shall not be used on the project. Category 2 devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer by the start of the project. The label shall be readable. All Category 2 devices without a label shall not be used on the project.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 devices to be used on the project at least 5 days prior to beginning any work using the
devices. For each type of device, the list shall indicate the FHWA acceptance letter number and the name of the manufacturer.

b. Measurement and Payment: Full compensation for construction area traffic control devices shall be considered as included in the contract price paid for various items of work involved and no additional compensation will be allowed therefor.

6.00 Traffic Control Systems

a. Description: A traffic control system shall consist of closing traffic lanes in conformance the provisions in Section 12, “Construction Area Traffic Control Devices,” of the CSS, the provisions under “Traffic Control Systems” and “Construction Area Signs” of these Technical Provisions. Attention is also directed to Sections 7-1.08, “Public Convenience,” and 7-1.09, “Public Safety,” of the CSS.

The Contractor shall provide the City with traffic control plans prepared and stamped by a licensed Traffic Engineer (TE) for city review and approval for all required lane closures on the project. The traffic control plans will be provided to the City for review at least 14 days prior to commencement of any work on the project. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make all arrangements relative to keeping the working area clear of parked vehicles.

Whenever vehicles or equipment are parked on the shoulder within 6’ (1.8 m) of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25’ (7.5 m) intervals to a point not less than 25’ (7.5 m) past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where directed by the Engineer.

Construction operations requiring the closure of one or more lanes on Monterey Roads shall be limited to the hours between 9 PM to 6 AM. Contractor must maintain one lane of traffic in both directions of travel at all times. Minor deviations from the requirements of this section concerning hours of work, which do not significantly change the cost of the work, may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved them in writing. All other modifications will be made by contract change order.

Traffic Control for Lane Closures:

The provisions in this section will not relieve the Contractor of responsibility for providing additional devices or taking measures as may be necessary to comply with the provisions in Section 7-1.09, “Public Safety,” of the CSS.
During traffic stripe operations and pavement marker placement operations using bituminous adhesive, traffic shall be controlled, at the option of the Contractor, with either stationary or moving lane closures. During other operations, traffic shall be controlled with stationary lane closures. Attention is directed to the provisions in Section 84-1.04, “Protection from Damage,” and Section 85-1.06, “Placement,” of the CSS.

If components in the traffic control system are displaced or cease to operate or function as specified from any cause during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

1. **Stationary Lane Closure:** When lane closures are made for work periods only, at the end of each work period, components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations, designated by the Engineer within the limits of the City right of way.

2. **Moving Lane Closure:** Flashing arrow signs used in moving lane closures shall be truck-mounted. Changeable message signs used in moving lane closure operations shall conform to the provisions in Section 12-3.12, “Portable Changeable Message Signs,” of the CSS, except the signs shall be truck-mounted and the full operation height of the bottom of the sign may be less than 2.1 m {7 feet} above the ground, but should be as high as practicable.

Truck-mounted attenuators (TMA) for use in moving lane closures shall be any of the following approved models, or equal:

  - Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX (916) 387-9734.
  - Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, and Telephone 1-800-222-8274.

- Cal T-001 Model 2 or Model 3, manufacturer and distributor: Hexcel Corporation, 11711 Dublin Boulevard, P.O. Box 2312, Dublin, CA 94568, Telephone (510) 828-4200.

- Renco Rengard Model Nos. CAM 8-815 and RAM 8-815, manufacturer and distributor: Renco Inc., 1582 Pflugerville Loop Road, P.O. Box 730, Pflugerville, TX 78660-0730, Telephone 1-800-654-8182.
Each TMA shall be individually identified with the manufacturer’s name, address, TMA model number, and a specific serial number. The names and numbers shall each be a minimum 13 mm {1/2 inch} high and located on the left (street) side at the lower front corner. The TMA shall have a message next to the name and model number in 13 mm {1/2 inch} high letters which states, “The bottom of this TMA shall be 305 mm ± 153 mm {12 inches ± 6 inches} above the ground at all points for proper impact performance.” Any TMA which is damaged or appears to be in poor condition shall not be used unless recertified by the manufacturer. The Engineer shall be the sole judge as to whether used TMAs supplied under this contract need recertification. Each unit shall be certified by the manufacturer to meet the requirements for TMA in conformance with the standards established by the Transportation Laboratory.

Approvals for new TMA designs proposed as equal to the above approved models shall be in conformance with the procedures (including crash testing) established by the Transportation Laboratory. For information regarding submittal of new designs for evaluation contact: Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, California 95819.

New TMAs proposed as equal to approved TMAs or approved TMAs determined by the Engineer to need recertification shall not be used until approved or recertified by the Transportation Laboratory.

b. Measurement and Payment: “Traffic Control Systems” shall include furnishing all labor, materials (including traffic control plans and signage), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system, as specified in the CSS and these Technical Provisions, and as directed by the Engineer. Flagging costs shall be fully the responsibility of the Contractor. Full compensation for “Traffic Control Systems” shall be considered as included in the contract price paid for various items of work involved and no additional compensation will be allowed therefore.

7.00 Prequalified and Tested Signing and Delineation Materials

a. Description: The Department of Transportation (Caltrans) maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, “Certificates of Compliance,” of the CSS for each type of traffic product supplied.
For those categories of materials included in the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included in the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the CSS.

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

**PAVEMENT MARKERS, PERMANENT TYPE**

Retroreflective With Abrasion Resistant Surface (ARS)
- Apex, Model 921AR (100 mm x 100 mm)
- Avery Dennison (formerly Stimsonite), Models C88 (100 mm x 100 mm), 911 (100 mm x 100 mm) and 953 (70 mm x 114 mm)
- Ray-O-Lite, Model “AA” ARS (100 mm x 100 mm)
- 3M Series 290 (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS) (For recessed applications only)
- Avery Dennison (formerly Stimsonite), Model 948 (58 mm x 119 mm)
- Avery Dennison (formerly Stimsonite), Model 944SB (51 mm x 100 mm)*
- Ray-O-Lite, Model 2002 (58 mm x 117 mm)
- Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)*
- *For use only in 114 mm wide (older) recessed slots

Non-Reflective For Use With Epoxy Adhesive, 100 mm Round
- Apex Universal (Ceramic)

Non-Reflective For Use With Bitumen Adhesive, 100 mm Round
- Alpine Products, “D-Dot” and “ANR” (ABS)
- Apex Universal (Ceramic)
- Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
- Elgin Molded Plastics, “Empco-Lite” Model 900 (ABS)
- Interstate Sales, “Diamond Back” (ABS) and (Polypropylene)
- Novabrite Models Adot-w (White) Adot-y (Yellow), (ABS)
- Road Creations, Model RCB4NR (Acrylic)
- Zumar Industries, “Titan TM40A” (ABS)

**PAVEMENT MARKERS, TEMPORARY TYPE**
Temporary Markers For Long Term Day/Night Use (6 months or less)
   a. Apex Universal, Model 924 (100 mm x 100 mm)
   b. Elgin Molded Plastics, “Empco-Lite” Model 901 (100 mm x 100 mm)
   c. Road Creations, Model R41C (100 mm x 100 mm)
   d. Vega Molded Products “Temporary Road Marker” (75 mm x 100 mm)

Temporary Markers For Short Term Day/Night Use (14 days or less)
   (For seal coat or Scrub seal applications, clear protective covers are required)
   a. Apex Universal, Model 932
   c. Hi-Way Safety, Inc., Model 1280/1281

**STRIPING AND PAVEMENT MARKING MATERIAL**

Permanent Traffic Striping and Pavement Marking Tape
   a. Advanced Traffic Marking, Series 300 and 400
   b. Brite-Line, Series 1000
   d. Swaro Industries, “Director 35” (For transverse application only)
   e. Swaro Industries, “Director 60”
   f. 3M, “Stamark” Series 380 and 5730
   g. 3M, “Stamark” Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (6 months or less)
   a. Advanced Traffic Marking, Series 200
   b. Brite-Line, Series 100
   c. Garlock Rubber Technologies, Series 2000
   d. P.B. Laminations, Aztec, Grade 102
   e. Swaro Industries, “Director-2”
   f. Trelleborg Industri, R140 Series
   g. 3M, Series 620 “CR”, and Series A750
   h. 3M, Series A145, Removable Black Line Mask
   j. Brite-Line “BTR” Black Removable Tape

Preformed Thermoplastic (Heated in place)
   a. Avery Dennison, “Hotape”
   b. Flint Trading, “Premark” and “Premark 20/20 Flex”

Ceramic Surfacing Laminate, 150 mm x 150 mm
   a. Safeline Industries/Highway Ceramics, Inc.

**CLASS 1 DELINEATORS**
One Piece Drivable Flexible Type, 1700 mm
   b. Carsonite, Curve-Flex CFRM-400
   c. Carsonite, Roadmarker CRM-375
   d. FlexStake, Model 654 TM
   e. GreenLine Models HWD1-66 and CGD1-66
   f. J. Miller Industries, Model JMI-375 (with soil anchor)

Special Use Flexible Type, 1700 mm
   a. Bunzl Extrusion, Model FG 560 (with 450 mm U-Channel base)
   b. Carsonite, “Survivor” (with 450 mm U-Channel base)
   c. Carsonite, Roadmarker CRM-375 (with 450 mm U-Channel base)
   d. FlexStake, Model 604
   e. GreenLine Models HWDU and CGD (with 450 mm U-Channel base)
   f. Safe-Hit with 200 mm pavement anchor (SH248-GP1)
   g. Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

Surface Mount Flexible Type, 1200 mm
   b. Carsonite, “Super Duck II”
   c. FlexStake, Surface Mount, Models 704 and 754 TM

CHANNELIZERS

Surface Mount Type, 900 mm
   a. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
   b. Bunzl Extrusion, Flex-Guide Models FG300LD and FG300UR
   c. Carsonite, “Super Duck” (Flat SDF-436, Round SDR-336)
   e. FlexStake, Surface Mount, Models 703 and 753 TM
   f. GreenLine, Model SMD-36
   g. Hi-Way Safety, Inc. “Channel Guide Channelizer” Model CGC36
   h. Repo, Models 300 and 400
   i. Safe-Hit, Guide Post, Model SH236SMA
   j. The Line Connection, “Dura-Post” Model DP36-3 (Permanent)
   k. The Line Connection, “Dura-Post” Model DP36-3C (Temporary)

CONICAL DELINEATORS, 1070 mm
   (For 700 mm Traffic Cones, see Standard Specifications)
   a. Bent Manufacturing Company “T-Top”
   b. Plastic Safety Systems “Navigator-42”
c. Radiator Specialty Company “Enforcer”
d. Roadmaker Company “Stacker”
e. TrafFix Devices “Grabber”

OBJECT MARKERS

Type “K”, 450 mm
a. Carsonite, Model SMD 615
b. FlexStake, Model 701 KM
c. Repo, Models 300 and 400
d. Safe-Hit, Model SH718SMA
e. The Line Connection, Model DP21-4K

Type “K-4” / “Q” Object Markers, 600 mm
a. Bent Manufacturing “Masterflex” Model MF-360-24
b. Bunzl Extrusion, Model FG324PE
c. Carsonite, Super Duck II
d. FlexStake, Model 701KM
e. Repo, Models 300 and 400
f. Safe-Hit, Models SH8 24SMA_WA and SH8 24GP3_WA
g. The Line Connection, Model DP21-4Q

CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K) REFLECTORS

Impactable Type
a. ARTUK, “FB”
b. Bunzl Extrusion, Model PCBM-12
c. Duraflex Corp., “Flexx 2020” and “Electriflexx”
d. Hi-Way Safety, Inc., Model GMKRM100

Non-Impactable Type
a. ARTUK, JD Series
b. Vega Molded Products, Models GBM and JD

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

a. Bunzl Extrusion, “Mini” (75 mm x 254 mm)
b. Duraflex Corp., “Railrider”

CONCRETE BARRIER DELINEATORS, 400 mm
(For use to the right of traffic)

a. Bunzl Extrusion, Model PCBMT-16
b. Safe-Hit, Model SH216RBM  
c. Sun-Lab Technology, “Safety Guide Light, Model TM16,” 75 mm x 300 mm

**CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm)**

a. Stinson Equipment Company “SaddleMarker”

**SOUND WALL DELINEATOR**

(Applied vertically. Place top of 75 mm x 300 mm reflective element at 1200 mm above roadway)

a. Bunzl Extrusion, PCBM S-36  
b. Sun-Lab Technology, “Safety Guide Light, Model SM12,” 75 mm x 300 mm

**GUARD RAILING DELINEATOR**

(Place top of reflective element at 1200 mm above plane of roadway)

Wood Post Type, 686 mm  
a. Bunzl Extrusion, FG 427 and FG 527  
b. Carsonite, Model 427  
c. FlexStake, Model 102 GR  
d. GreenLine GRD 27  
e. J. Miller Model JMI-375G  
f. Safe-Hit, Model SH227GRD  

Steel Post Type  
a. Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

**RETROREFLECTIVE SHEETING**

Channelizers, Barrier Markers, and Delineators  
a. Avery Dennison T-6500 Series (Formerly Stimsonite, Series 6200)  
   (For rigid substrate devices only)  
b. Nippon Carbide, Flexible Ultralite Grade (ULG) II  
c. Reflexite, PC-1000 Metalized Polycarbonate  
d. Reflexite, AC-1000 Acrylic  
e. Reflexite, AP-1000 Metalized Polyester  
f. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating  
g. 3M, High Intensity

Traffic Cones, 330 mm Sleeves  
a. Reflexite SB (Polyester), Vinyl or “TR” (Semi-transparent)

Traffic Cones, 100 mm and 150 mm Sleeves  
a. Nippon Carbide, Flexible Ultralite Grade (ULG) II  
b. Reflexite, Vinyl, “TR” (Semi-transparent) or “Conformalight”
c. 3M Series 3840

Barrels and Drums
a. Avery Dennison W-6100
b. Nippon Carbide, Flexible Ultralite Grade (ULG) II
c. Reflexite, “Conformalight”, “Super High Intensity” or “High Impact Drum Sheeting”
d. 3M Series 3810

Barricades: Type I, Medium-Intensity (Typically Enclosed Lens, Glass-Bead Element)
a. American Decal, Adcolite
b. Avery Dennison, T-1500 and T-1600 series
c. 3M Engineer Grade, Series 3170

Barricades: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass Bead Element)
a. Avery Dennison, T-2500 Series
b. Kiwalite Type II
c. Nikkalite 1800 Series

Signs: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)
a. Avery Dennison, T-2500 Series
b. Kiwalite, Type II
c. Nikkalite 1800 Series

Signs: Type III, High-Intensity (Typically Encapsulated Glass-Bead Element)
a. Avery Dennison, T-5500 Series
b. Nippon Carbide, Nikkalite Brand Ultralite Grade II
c. 3M Series 3870

Signs: Type IV, High-Intensity (Typically Unmetallized Microprismatic Element)
a. Avery Dennison, T-6500 Series (Formerly Stimsonite Series 6200)

Signs: Type VI, Elastomeric (Roll-Up) High-Intensity, without Adhesive
a. Reflexite “Vinyl” (Orange)
b. Reflexite “SuperBright” (Fluorescent orange)
c. Reflexite “Marathon” (Fluorescent orange)
d. 3M Series RS34 (Orange) and RS20 (Fluorescent orange)

Signs: Type VII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)
a. 3M LDP Series 3970
Signs: Type VIII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)
   a. Avery Dennison, T-7500 Series

SPECIALTY SIGNS

All Sign Products, STOP Sign (All Plastic), 750 mm
   a. Relexite “Endurance” Work Zone Sign

SIGN SUBSTRATE

Fiberglass Reinforced Plastic (FRP)
   a. Fiber-Brite
   b. Sequentia, “Polyplate”

   b. Measurement and Payment: Full compensation for Prequalified and Tested Signing and Delineation Materials shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation be allowed therefor.

8.00 Construction Area Signs

   a. Description: Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, “Construction Area Traffic Control Devices,” of the CSS.

   b. Materials and Installation: The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least two (2) working days, but not more than fourteen (14) calendar days, prior to commencing any excavation for construction area signposts. The regional notification centers include but are not limited to the following:

<table>
<thead>
<tr>
<th>Notification Center</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underground Service Alert-Northern California (USA)</td>
<td>811</td>
</tr>
</tbody>
</table>

   All excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

   Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass-reinforced plastic.

   The term “construction area signs” shall also include temporary object markers required for the direction of public traffic through or around the work during construction.
Object markers listed or designated on the plans as construction area signs shall be considered to be signs and shall be furnished, erected, maintained, and removed by the Contractor in the same manner specified for construction area signs and the following:

- Object markers shall be stationary mounted on wood or metal posts in accordance with the requirements in Section 82, “Markers and Delineators,” of the CSS.

- Marker panels for Type N, Type P, and Type R object markers shall conform to the requirements for sign panels for stationary mounted signs.

- Target plates for Type K and Type L object markers, and posts, reflectors, and hardware shall conform to the requirements in Section 82 “Markers and Delineators” of the CSS, but need not be new.

c. Measurement and Payment: Full compensation for furnishing, placing, maintaining, and removing construction area signs shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

### 9.00 Project Appearance

a. Description: The Contractor shall maintain a neat appearance at the work site in all areas visible to the public. Broken concrete, asphalt concrete, soil, and debris developed during construction shall be disposed of concurrently with its removal. Stockpiling shall be permitted only with the approval of the Engineer and only in approved locations.

The Contractor shall sweep the streets daily within the project area as directed by the Engineer for the duration of the project. The Contractor shall not sweep construction materials or other debris onto private properties.

The Contractor shall be responsible for any and all damage to public and private property (including trees, plants, shrubs, fences, etc.) and shall replace with new material or correct any damaged property to the satisfaction of the Engineer.

b. Measurement and Payment: Full compensation for maintaining an acceptable project appearance shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

### 10.00 Clearing and Grubbing

a. Description: Clearing and grubbing shall conform to the requirements of the City of Morgan Hill and to the provisions of Section 15.3 and 16 of the CSS and these Technical Provisions, and the plans.
• This work shall consist of removing existing facilities and all objectionable material, including existing concrete and/or asphalt from within the limits of the project as specified. The limits of clearing and grubbing shall be of sufficient area and depth to complete the work as shown on the plans or described in these Technical Provisions, and will include excavation and grading as necessary to complete the work. Work shall also include removal and disposal of unsuitable material within and along the edge of pavement, and trimming of trees as needed for operation of equipment. Also included is removal of traffic bars, thermoplastic striping four (4)-inches and wider, and raised pavement markers from areas to receive AC overlay and as shown on the plans or directed by the Engineer. If, in the opinion of the Engineer, the pavement surface has been damaged as a result of pavement marker removal, the Contractor shall repair said damage in a manner acceptable to the Engineer at the Contractor’s expense.

Contractor shall allow seven (7) days after spray of weeds within or at edges of pavement to ensure successful eradication prior to crack seal operations. If unsuccessful, Contractor shall respray.

All striping, markings or pavement markers within areas to be removed by grinding or base repair as specified on the plans shall be removed and disposed of as part of the contract items of work involved.

b. Measurement and Payment - Full compensation for clearing, grubbing, removal, hauling and disposal of items is included in the contract items of work involved and no additional compensation will be allowed therefor. This includes raised pavement markers, thermoplastic striping and legends.

11.00 Pavement Milling & 12 foot Wedge Grind

a. Description: Pavement milling & 12 foot wedge grind shall consist of cold milling existing asphalt concrete in areas to receive asphalt concrete overlay treatment as shown on the plans and described in these technical specifications. Grinding shall be in conformance with Section 42-2 “Grinding” of the CSS.

Pavement cold milling shall be parallel to the direction of traffic at a uniform depth of 50mm (2” or .17’). Any sections of asphalt that becomes loose after wedge grinding shall be removed and disposed of by the Contractor at the Contractor’s expense.

Pavement milling & 12 foot wedge grind may generate grinding material that contains paving fabric. It will be the sole responsibility of the Contractor to dispose of all the grinding material generated from the project per the contract unit price with no additional compensation allowed therefor.

Pavement milling shall not be allowed more than 48 hours prior to schedule overlay (fill) operations without written authorization from the Engineer.
Cold milling machines shall be operated so as not to produce fumes or smoke. They shall be capable of planning/milling the pavement without requiring the use of a heating device to soften the pavement during, or prior to, the cutting operation.

The Contractor shall be responsible for maintaining all milled surfaces in order to prevent tire and suspension damage to vehicles and to prevent hazards to bicyclists and pedestrians.

Pavement milling at corners, returns and hard to get areas shall be done with special grinding equipment capable of grinding such areas. Pavement grinding may encounter existing paving fabric on previously overlaid streets. No additional payment will be made for this condition.

No drop-off shall remain between the existing pavement and the milled area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic, a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 12:1 or flatter to the level of the milled area. The same method shall be used on all structures that are left above the traveled asphalt surface.

Asphalt concrete for tapers may be spread and compacted by any method that will produce a smooth transition in the riding surface. Asphalt concrete tapers shall be completely removed, including removing all loose material from the underlying surface, before placing the permanent surfacing. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper.

The material collected from pavement grinding operations from the roadway surface shall be immediately removed from the site of the work. The removal crew shall follow within fifty feet (50’) of the milling/wedge cutting machine, unless otherwise directed by the Engineer.

All pavement repairs designated to be performed within the areas to receive pavement grinding shall be dug out to a depth of 6 inches as required and replaced with as much AC thickness as it takes to bring the surface to a grade where the surrounding grade will be after pavement grinding.

b. Measurement and Payment: The Pavement milling & 12 foot wedge grind bid items shall be measured per square foot and shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved, complete in place,
including traffic control, street sweeping, off haul of grindings, as shown on the plans, as specified in the CSS and these Technical Provisions, and as directed by the Engineer. Full compensation for Pavement milling & 12 foot wedge grind shall be considered as included in the contract prices paid for these two bid items and no additional compensation will be allowed therefor.

Note: Pavement milling & 12 foot wedge grind may generate grinding material that contains paving fabric. It will be the sole responsibility of the Contractor to dispose of all the grinding material generated from the project per the contract unit price with no additional compensation allowed therefor.

12.00 Asphalt Concrete

**Note: No percentage of RAP (Reclaimed Asphalt Pavement) shall be permitted in the asphalt concrete placed as the final lift/wearing course on the project.**

a. **Description:** Asphalt concrete shall be used as an overlay (fill), a leveling course and depth AC pavement repair. New pavement shall be furnished, placed, and compacted in accordance with Section 39 "Asphalt Concrete" of the CSS. Asphalt Concrete shall be compacted to a minimum 95 percent of Maximum Theoretical Density as determined by American Society of Testing Materials (ASTM) D-2041. Finished asphalt concrete pavements, which do not conform to the specified relative compaction requirements, will be paid for using the following pay factors:

<table>
<thead>
<tr>
<th>In-Place Relative Compaction</th>
<th>Pay Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>95% or greater</td>
<td>100%</td>
</tr>
<tr>
<td>90-94.9%</td>
<td>20% Reduction in unit price</td>
</tr>
<tr>
<td>89.9% or less</td>
<td>Remove &amp; Replace as directed</td>
</tr>
</tbody>
</table>

b. **Materials:** The asphalt concrete for overlay shall be Type A, 12.5 mm (1/2”) medium maximum gradation. The asphalt concrete for leveling course shall be Type A, 9.5 mm (3/8”) maximum gradation and full depth AC pavement repair shall be Type A, 19 mm (3/4”) medium maximum gradation.

Asphalt binder shall be PG 64-10.

Asphalt shall conform to these Technical Provisions and not Section 92, "Asphalts,” of the CSS.

Asphalt shall consist of refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt, prepared from crude petroleum. Asphalt shall be:
a. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin.
b. Free from water.
c. Homogeneous.

The Contractor shall furnish asphalt in conformance with Caltrans’ "Certification Program for Suppliers of Asphalt." Caltrans maintains the program requirements, procedures, and a list of approved suppliers at:

http://www.dot.ca.gov/hq/esc/Translab/fpmcoc.htm

The Contractor shall ensure the safe transportation, storage, use, and disposal of asphalt.

The Contractor shall prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction. Performance graded (PG) asphalt binder shall conform to the following:

<table>
<thead>
<tr>
<th>Performance Graded Asphalt Binder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Flash Point, Minimum °C</td>
</tr>
<tr>
<td>Solubility, Minimum % b</td>
</tr>
<tr>
<td>Viscosity at 135°C, c Maximum, Pa's</td>
</tr>
<tr>
<td>Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa</td>
</tr>
<tr>
<td>RTFO Test e, Mass Loss, Maximum, %</td>
</tr>
<tr>
<td>Ductility at 25°C Minimum, cm</td>
</tr>
<tr>
<td>PAV f Aging, Temperature, °C</td>
</tr>
<tr>
<td>Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*sin(delta), kPa</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
Creep Stiffness,
Test Temperature, °C
Maximum S-value, MPa
Minimum M-value

<table>
<thead>
<tr>
<th></th>
<th>T313</th>
<th>-12</th>
<th>0</th>
<th>-6</th>
<th>-18</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>300</td>
<td>300</td>
<td>300</td>
<td>300</td>
<td>300</td>
</tr>
<tr>
<td></td>
<td></td>
<td>0.300</td>
<td>0.300</td>
<td>0.300</td>
<td>0.300</td>
<td>0.300</td>
</tr>
</tbody>
</table>

Notes:

a. For use as asphalt rubber base stock for high mountain and high desert area.
b. The Engineer will waive this specification if the supplier is a Quality Supplier as defined by the Caltrans"Certification Program for Suppliers of Asphalt."c. The Engineer will waive this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
d. Test the sample at 3°C higher if it fails at the specified test temperature. G*sin(delta) shall remain 5000 kPa maximum.
e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T240 or ASTM Designation: D 2827.
f. "PAV" means Pressurized Aging Vessel.

Performance based asphalt (PBA) binder shall conform to the following:

### Performance Based Asphalt Binder

<table>
<thead>
<tr>
<th>Property</th>
<th>AASHTO Test Method</th>
<th>Specification Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Absolute Viscosity (60°C), Pa·s(x10^-1) a</td>
<td>T202</td>
<td>PBA 6a PBA 6a(mod) PBA 6b PBA 7</td>
</tr>
<tr>
<td>Original Binder, Minimum</td>
<td></td>
<td>2000 2000 2000 1100</td>
</tr>
<tr>
<td>RTFO Test Aged Residue b, Minimum</td>
<td></td>
<td>5000 5000 5000 3000</td>
</tr>
<tr>
<td>Kinematic Viscosity (135°C), m²/s(x10^-6)</td>
<td>T201</td>
<td></td>
</tr>
<tr>
<td>RTFO Test Aged Residue, Minimum</td>
<td></td>
<td>275 275 275 275</td>
</tr>
<tr>
<td>Absolute Viscosity Ratio (60°C), Maximum</td>
<td>—</td>
<td>4.0 4.0 4.0 4.0</td>
</tr>
<tr>
<td>RTFO Test Visc./Orig. Visc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flash Point, Cleveland Open Cup, °C</td>
<td>T48</td>
<td></td>
</tr>
<tr>
<td>Original Binder, Minimum</td>
<td></td>
<td>232 232 232 232</td>
</tr>
<tr>
<td>Mass Loss After RTFO Test, %</td>
<td>T240</td>
<td>0.60 0.60 0.60 0.60</td>
</tr>
</tbody>
</table>
### Solubility in Trichloroethylene, %

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Ductility (25°C, 5 cm/min), cm RTFO Test Aged Residue b, Minimum</td>
<td>T51</td>
<td>60</td>
<td>60</td>
<td>60</td>
<td>75</td>
</tr>
</tbody>
</table>

**On RTFO Test Aged Residue, °C**

1 to 10 rad/sec: SSD e ≥ 0 and Phase Angle (at 1 rad/sec) < 72°

<table>
<thead>
<tr>
<th>On Residue from:</th>
<th>R28</th>
<th>100</th>
<th>100</th>
<th>100</th>
<th>110</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAV g at temp., °C</td>
<td>36</td>
<td>36</td>
<td>36</td>
<td>36</td>
<td>72</td>
</tr>
<tr>
<td>Or Residue from Tilt Ovenf (@113°C), hours</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td></td>
</tr>
</tbody>
</table>

**SSD ≥ -115(SSV)-50.6, °C**

<table>
<thead>
<tr>
<th>Stiffness, Test Temperature, °C</th>
<th>T313</th>
<th>-24</th>
<th>-24</th>
<th>-30</th>
<th>-6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum S-value, MPa</td>
<td>300</td>
<td>300</td>
<td>300</td>
<td>300</td>
<td></td>
</tr>
<tr>
<td>Minimum M-value</td>
<td>0.300</td>
<td>0.300</td>
<td>0.300</td>
<td>0.300</td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**

a. Absolute viscosity (60°C) will be determined at one sec⁻¹ using ASTM Designation: D4957 with Asphalt Institute vacuum capillary viscometers.
b. "RTFO Test Aged Residue" means the asphaltic residue obtained using the Rolling Thin Film Oven Test (RTFO Test), AASHTO Test Method T240 or ASTM Designation: D2827.
c. There is no requirement; however results of the test shall be part of the copy of test results furnished with the Certificate of Compliance.
d. "Residue from Tilt Oven" means the asphalt obtained using California Test 374, Method B, "Method for Determining Asphalt Durability Using the California Tilt-Oven Durability Test."
e. "SSD" means Shear Susceptibility of Delta; "SSV" means Shear Susceptibility of Viscosity.
f. California Test 381.
g. "PAV" means Pressurized Aging Vessel.

The Contractor shall provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. The sampling device shall be accessible between 600 and 750 mm above the platform. The Contractor shall provide a receptacle for flushing the sampling device.

The sampling device shall include a valve:

1. With a diameter between 10 and 20 mm.
2. Manufactured in a manner that an one-liter sample may be taken slowly at any time during plant operations.
3. Maintained in good condition.

The Contractor shall replace failed valves.

In the presence of the Engineer, the Contractor shall take 2 one-liter samples per
operating day. The Contractor shall provide round friction top containers with one-liter capacity for storing samples.

Unless otherwise specified, the Contractor shall heat and apply asphalt in conformance with the provisions in Section 93, "Liquid Asphalts."

The Contractor shall apply paving asphalt at a temperature between 120° and 190°C. The Engineer will determine the exact temperature of paving asphalt.

a. **Paint Binder (Tack Coat):** Paint binder shall be applied to all horizontal and vertical surfaces to receive asphalt concrete surfacing. Paint binder shall be furnished and applied in accordance with Section 39-4.01, “Subgrade”, Section 93 "Liquid Asphalts", and Section 94 "Asphaltic Emulsions".

b. **Measurement and Payment:** Full compensation for asphalt concrete shall be considered as included in the contract prices paid for ”Asphalt Concrete Overlay”, “Full Depth AC Pavement Repair,” and “Asphalt Concrete Leveling Course” and no additional payment will be made therefor.

### 13.00 Asphalt Concrete Leveling Course

a. **Description:** The surface of the existing road is distorted, construction of leveling courses or leveling wedges are required to restore the proper line and cross-section. Existing pavement on Monterey Road shall have leveling courses placed, and compacted in accordance with Section 39 "Asphalt Concrete" of the CSS.

The leveling course of asphalt concrete shall include, but is no limited to, the filling and leveling of ruts, humps, depressions or irregularities. Leveling courses shall be placed in lifts of no more than 75 mm (3”). In placing multiple layers, the layer of shortest length shall be placed first with the successive layer or layers extending over or covering the short ones.

Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued. Asphalt concrete leveling course shall include the application of a paint binder.

In addition to the requirements in Section 39-5.01, "Spreading Equipment," of the CSS, asphalt-paving equipment shall be equipped with automatic screed controls and a sensing device or devices. When placing asphalt concrete, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed and maintained by the Contractor. Ski devices shall be a minimum length of at least 30 feet with a rigid one-piece unit whereby the entire length activates the sensor.
Should the method and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance of Section 39-6.03, “Compacting”, the paving operations shall be discontinued upon notice of the Engineer, and the Contractor shall modify his equipment or furnish substitute equipment within three (3) working days of such notice of the Engineer.

The area to which paint binder has been applied shall be closed to public traffic. All possible care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction. A drop-off of more than 0.10-foot will not be allowed at any time between adjacent lanes open to public traffic.

The Contractor shall be responsible for temporary pavement delineation and markings as required by the Engineer for the maintenance of a safe traveled way. The Contractor shall be responsible for providing a safe and well-marked roadway. This shall include providing temporary striping during evening and weekend hours if specified by the Engineer.

b. Materials: The asphalt concrete for overlay shall be Type A, 9.5 mm (3/8”) medium maximum gradation, in accordance with CSS. Asphalt binder shall be PG 64-10.

c. Paint Binder (Tack Coat): Paint binder shall be applied to all horizontal and vertical surfaces to receive asphalt concrete surfacing. Paint binder shall be furnished and applied in accordance with Sections 39-4.01 “Subgrade”, 93 "Liquid Asphalts” and 94 "Asphaltic Emulsions” of the CSS.

d. Measurement and Payment: Asphalt Concrete Leveling Course shall be measured by the ton compacted in place in accordance with Section 39-8.01 "Measurement" of the CSS. No payment shall be made for materials placed outside of the limits marked by the Engineer. The contract unit price for Asphalt Concrete Leveling Course shall include full compensation for furnishing all labor, material, equipment, tools, and incidentals and for doing all the work involved in placing asphalt concrete leveling course, compacting in place, as described above as specified in these specifications and as directed by the Engineer including staged construction, temporary conforms, traffic control, flagging, temporary striping and delineation, prime coats, tack coats and paint binders.

14.00 Paving Mat

a. Description: Paving Mat shall be placed as designated on the plans or as directed by the Engineer on Monterey Road. The work shall consist of furnishing and installing a fiberglass/polyester interlayer-paving mat at the location shown on the plans and as described in these technical specifications.

b. Material: Paving Mat shall conform to the requirements of “TruPave” by Owens Corning or approved equal. The mat manufacturer shall furnish a letter of certification covering the physical and engineering properties of the mat per these specifications.
Materials submitted as “or equals” shall provide project lists showing placement of the “or equal” material on at least five years of projects in California prior to the current year. Materials not meeting all requirements shall not be considered.

The paving mat shall be constructed of a wet-formed nonwoven material consisting of at least 60% fiberglass (by weight) or as approved by Engineer, with the remainder comprised of polyester and binder. The material shall have a minimum average roll value (MARV) unit weight of 3.69 oz./sq. yd (125 g/m2). The material shall be resistant to chemicals, mildew and rot, and shall not have any tears or holes that will adversely affect the in-situ performance and physical properties of the installed material. The paving mat shall meet the following physical requirements as follows:

<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>Units</th>
<th>Typical Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mass per unit area</td>
<td>ASTM D5261</td>
<td>g/m² (oz/yd²)</td>
<td>136 (4.0)</td>
</tr>
<tr>
<td>Tensile strength, MD</td>
<td>ASTM D5035(1)</td>
<td>N/50 mm (lb/2 in)</td>
<td>&gt; 200 (45)</td>
</tr>
<tr>
<td>Tensile Strength, CD</td>
<td>ASTM D5035</td>
<td>N/50 mm (lb/2 in)</td>
<td>&gt; 200 (45)</td>
</tr>
<tr>
<td>Elongation at maximum load, MD</td>
<td>ASTM D5035</td>
<td>percent</td>
<td>&lt; 5</td>
</tr>
<tr>
<td>Elongation at maximum load, CD</td>
<td>ASTM D5035</td>
<td>percent</td>
<td>&lt; 5</td>
</tr>
<tr>
<td>Melting point</td>
<td>ASTM D276</td>
<td>°C (°F)</td>
<td>&gt; 230 (&gt; 446)</td>
</tr>
</tbody>
</table>

(1) Suggested conditions for tensile strength measurements:
- Sample width: 50 mm
- Sample length: 250 mm
- Gage length: 175 mm
- Crosshead speed: 50 mm/min

**c. Application:** Paving mat shall be installed over hot asphalt tack coat. The use of cutbacks, emulsion or materials containing solvents shall not be permitted for use as tack coat. Hot applied asphalt cement tack coat shall be AC-20, PG64-22, AR-8000 or 60-80 penetration grade of asphalt applied at a rate of 0.21 to 0.25 gallons per square yard (g/sy). If atmospheric temperatures are above 100°F, then AC-30, PG67-22, AR-8000 or 40-60 should be used. The temperature of the tack coat should not drop below 280°F with a maximum temperature of 400°F.

**NOTE:** Residue grades such as AR grades do not specify initial viscosity. Bituminous materials specified for Fiberglass polyester engineered paving mat installation should have initial or un-aged viscosities corresponding to the above AC grades.

The tack coat shall be applied in a uniform application to sufficiently cover the surface prior to the installation of the paving mat. The surface shall be dry and free and clear of all debris and loose materials prior to the installation of the tack coat by using a power broom to sweep and vacuum the pavement. Any and all pavement repairs to be made shall be made at the direction of the engineer prior to the installation of the tack coat. All cracks greater than ¼ inch in width shall be filled with an approved material. Any irregular surface conditions shall be leveled by the use of a bituminous wedge or scratch course installed by hand or with the use of a mechanically powered asphalt-paving machine.
The application width of tack coat shall be sufficiently wide to cover the entire width of the paving mat, plus any additional width required for overlapping joints. The tack coat shall be applied only as far in advance of the mat installation to ensure a tacky surface at the time of the mat installation. Traffic shall not be permitted to drive on the tack coat at any time.

Excess tack coat shall be cleaned from the pavement. Vehicular traffic shall not be allowed on the prepared surface (tack coat and paving mat) until the finish course of asphalt concrete is placed. Asphalt concrete overlay specifications shall apply for determining when the surface shall be opened to traffic.

Paving mat shall be overlapped to provide a minimum of 2 inches (5.1 cm) longitudinally and a minimum of 4 inches (10.2 cm) transversely. Overlaps on the transverse roll ends shall be in the direction of the paving operation to avoid paving mat pick-up during asphalt installation. All overlapping of paving mat shall be tack coated to ensure proper adhesion.

Mat shall be installed to the surface using mechanically powered installation equipment or by hand installed means. Mechanical equipment shall be capable of installing full width rolls of up to 12.5 feet in width. The installation by hand may also be used in situations where mechanically installed methods cannot be accomplished. Brooms or squeegees shall be used to remove any air bubbles and ensure paving mat is completely in contact with the tack-coated surface. If wrinkles occur, any wrinkle (1 inch) shall be slit and lapped in the direction of paving and seated into the tack coat to ensure adhesion.

d. **Measurement and Payment:** Installation of Paving Mat shall be measured per square yard based on the area outlined and marked by the City. Overlaps in the paving mat will not be measured and included in the payment quantities. The contract unit price paid per square yard for “Paving Mat” shall include full compensation for furnishing all labor, tools, equipment, materials, and incidentals and for doing all work involved in installing paving mat, complete in place, including tack oil, traffic control, and all other related work as specified in the Technical Provisions and as directed by the Engineer.

**15.00 Asphalt Concrete Overlay**

a. **Description:** The edges of the existing road, adjacent to median curbs or where designated shall be milled to a uniform depth, than overlain with asphalt concrete; thickness for mill and overlay shall be 50 mm (2” or .17’). See “Pavement Milling & 12 Foot Wedge Grind” section for technical specifications on milling.

The surface, when compacted, shall be smooth, dense, well bonded, and of uniform texture and appearance. The compacted surface course of asphalt concrete shall be free from ruts, humps, depressions or irregularities. When a straightedge 3.6 meters (12 feet) long is laid on the finished surface and parallel with the centerline of the road or driveway, the surface shall not vary more than .006 meters (0.02 foot) from the lower edge of the
straightedge. The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 0.02 foot are present when tested with a straight-edge 12 feet long laid in a direction transverse to the center line and extending from edge to edge of a 3.05 meter (10 foot) pass.

Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued. Asphalt concrete pavement shall include the application of a paint binder.

In addition to the requirements in Section 39-5.01, "Spreading Equipment," of the CSS, asphalt-paving equipment shall be equipped with automatic screed controls and a sensing device or devices. When placing asphalt concrete the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed and maintained by the Contractor. Ski devices shall be a minimum length of at least 30 feet with a rigid one-piece unit whereby the entire length activates the sensor.

When placing contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01-foot tolerance.

Should the method and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the above requirements, including straightedge tolerance of Section 39-6.03, the paving operations shall be discontinued upon notice of the Engineer, and the Contractor shall modify his equipment or furnish substitute equipment within three (3) working days of such notice of the Engineer.

The area to which paint binder has been applied shall be closed to public traffic. All possible care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction. A drop-off of more than 0.10-foot will not be allowed at any time between adjacent lanes open to public traffic.

The Contractor shall be responsible for temporary pavement delineation and markings as required by the Engineer for the maintenance of a safe traveled way. The Contractor shall be responsible for providing a safe and well-marked roadway. This shall include providing temporary striping during evening and weekend hours if specified by the Engineer.

b. Materials: The asphalt concrete for overlay shall be Type A, 12.5 mm (½”) medium maximum gradation, in accordance with CSS. Asphalt binder shall be PG 64-10. No percentage of RAP (Reclaimed Asphalt Pavement) shall be permitted in the asphalt concrete placed as the final lift/wearing course on the project.
c. **Paint Binder (Tack Coat):** Paint binder shall be applied to all horizontal and vertical surfaces to receive asphalt concrete surfacing. Paint binder shall be furnished and applied in accordance with Sections 39-4.01 “Subgrade”, and Section 93 "Liquid Asphalts", and Section 94 "Asphaltic Emulsions".

d. **Measurement and Payment:** Asphalt Concrete Overlay shall be measured by the ton compacted in place in accordance with Section 39-8.01 "Measurement" of the CSS. No payment shall be made for materials placed outside of the limits marked by the Engineer. The contract unit price paid per ton for “Asphalt Concrete Overlay (2")” shall include full compensation for furnishing all labor, material, equipment, tools, and incidentals and for doing all work involved in installing asphalt concrete, complete in place, including staged construction, pavement milling along edge of roadway, adjacent to median curbs or where designated, temporary conforms, traffic control, flagging, temporary striping and delineation, prime coats, tack coats and paint binders as described above, as shown on the plans, as specified herein and as directed by the Engineer.

### 16.00 Full Depth AC Pavement Repair

a. **Description:** Areas designated by the Engineer shall be dug out to a depth of 150 mm (6 inches), (milling is recommended and preferred) removed and replaced with full-depth AC, unless otherwise directed by the Engineer. The AC shall be placed in two or three lifts with the uppermost lift of not less than 0.15 ft. or more than 0.20 ft. The minimum width of any repair shall be as field marked.

The Contractor shall make all arrangements for disposal of excavated materials. All edges shall be saw-cut unless otherwise approved by the Engineer. Asphalt concrete in repair sections shall be placed in lifts in accordance with Section 39-6 “Spreading and Compacting”, and shall be Type A, 3/4” maximum, medium gradation per Section 39-2, “Materials” of the CSS. Removed materials shall be disposed of legally.

The material remaining in place, after removing surfacing and base, to the required depth, shall be graded to a plane, watered and compacted to 95 percent relative compaction. After compaction and prior to the placing of asphalt concrete, the vertical edges of the existing pavement shall receive a tack coat. The finished surface of the remaining material shall not extend above the grade established by the Engineer.

b. **Unsuitable Material:** In the event that the underlying subbase material is unsuitable, it shall be excavated below the depth required above and disposed of. The limits of removal shall be designated by the Engineer and shall be in one-inch increments. Compensation shall be at a per inch price based on the bid for a 6-inch deep pavement repair divided by 6 for each additional inch of depth. The resulting space shall be filled with a single lift of asphalt concrete.

Unsuitable material is defined as material the Engineer determines to be:
1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content; or
2. Too wet to be properly compacted and circumstances prevent suitable in-place drying prior to incorporation into the work; or
3. Otherwise unsuitable for the planned use.

**c. Measurement and Payment:** Full Depth AC Pavement Repair shall be measured by the square foot as marked in the field by the Engineer. No payment shall be made for materials placed outside of the limits marked by the Engineer. The contract unit price paid per square foot for “Full Depth AC Pavement Repair” shall include full compensation for furnishing all labor, material, equipment, tools, and all other incidentals and for doing all work involved in furnishing and placing 6 inch full depth AC pavement repair, complete in place, including staged construction, temporary conforms, traffic control, flagging, temporary striping and delineation, prime coats, tack coats, and paint binders, as specified herein and as directed by the Engineer.

Additional depth or repair shall be compensated at a “per inch” price obtained based on dividing the 6-inch full depth AC Pavement repair unit price by 6 inches. Likewise, the reduction in depth or repair shall be credited to the City on a “per inch” basis obtained by dividing the 6-inch full depth AC Pavement repair unit price by 6 inches. There will be no price negotiations on the contract unit price paid for the bid items for full-depth AC pavement repair or additional 1” repair or 2” reduction in repair thickness even if the actual amount of work is different from the Engineer’s Estimate by 25% or greater.

**17.00 Crack Seal**

**a. Description.** This work shall include sealing all pavement cracks up to 3/8-inch in width or as directed by the Engineer, for the full length visible including cracking around all manholes, water valve boxes, monuments and traffic signal loops. Crack sealing shall be performed after the following item of work has been performed: full depth ac pavement repair. If wet pavement conditions exist, the Contractor shall reschedule with the Engineer an appropriate time to crack seal. The Engineer shall make final determination of the crack seal schedule to be followed.

**b. Material:** Crack sealing material shall be hot applied asphalt sealing compound, Koch Material Co. Flex-A-Fill or approved equal. Material shall be applied at a temperature between 350 and 400 degrees Fahrenheit. Material shall be of a type so as not to track, string or in any way be transferred to traffic after initial setting of the material. All due care and diligence shall be used to ensure the proper placing and setting of the material prior to allowing traffic on it.

**c. Method of Construction:** The street shall be swept with a power broom before start of application of crack seal. Cracks in the street pavements shall be sealed with hot applied sealing compound after cleaning of the cracks with a hot air lance. Routing of the cracks is not required, but cracks shall be blown out by compressed air prior to sealing.
TECHNICAL PROVISIONS

18.00 Locate and Raise/Adjust Manholes and Other Structures to Grade

a. Description: This work shall consist of raising all manholes, water valve covers and similar sized boxes on Monterey Road in street areas such as street monuments in accordance with City Standard Detail SD-1 and City Standard Detail W-8. All manholes, valves covers, and similar sized boxes must be exposed within 24 hours and the structures raised to grade and paved within 72 hours of being covered. The Contractor shall pay the City liquidated damages of $500 per calendar day, for each day the Contractor fails to raise the structures to grade after a three calendar day period after being covered during the Contractor’s operations.

b. Materials: Materials shall be furnished in conformance with City Standards, detail drawings in the Appendix and the appropriate Sections of the California Standard Specifications.

c. Measurement and Payment: Adjust structures to grade shall be measured by each unit raised including concrete collar, concrete and grouting. No additional or separate payment shall be made therefore. The contract unit price for “Locate and Raise Water Valve Box/Lid”, “Locate and Raise Manhole Frame/Cover”, “Locate and Raise Monitoring Well Box/Lid”, and “Locate and Raise Detector Hand Hole Box/Lid” shall include full compensation for furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved in raising the utilities as shown on the plans, as specified herein and as directed by the Engineer.

19.00 Traffic Stripes, Pavement Markings and Raised Reflective Markers

a. Description: This work shall be done in accordance with Sections 84 and 85 of the CSS, as modified by these Technical Provisions. Traffic stripes and pavement marking
items shall include replacing all existing traffic stripes, words, and symbols, reflective and non-reflective pavement markers, and fire hydrant blue marker as required on the streets to be resurfaced. Included also is any necessary removal, temporary delineation, site survey of existing layout and traffic control. It may be necessary to phase the construction of the striping in the interest of public safety. This work includes the preparation of as-built plans of the existing striping layout and replacing said striping back to the original layout unless otherwise directed by the Engineer in writing.

The Contractor shall install striping, where possible, prior to opening the roadway to traffic and when indicated by the public’s safety or convenience. If required, removal of existing striping shall be by wet sand blasting. All traffic stripes and pavement markings, new or existing, within or adjacent to the work limits, which become defaced or damaged during the Contractor’s operations, shall be replaced by the Contractor at its expense concurrently with other traffic marking operations in the immediate area. The Engineer shall be the sole judge as to which stripes or legends are defaced or damaged.

All new traffic striping shall include the reflective markers in conformance with the Caltrans Traffic Manual.

b. Materials: Materials shall be in conformance with CSS Section 84-2 “Thermoplastic Traffic Stripes and Pavement Markings”, Section 84-3 “Painted Traffic Stripes” and Pavement Markings”, and Section 85 “Pavement Markers”. Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.060 inch, except crosswalks shall be applied at a minimum thickness of 0.12 inch. All crosswalks and bike lane striping shall be non-skid. Thermoplastic material for pavement markings shall be applied at a thickness of .100-.150 inch. All of Monterey Road is to receive thermoplastic stripes and pavement markings.

Templates or stencils for pavement markings shall be of “English unit” dimensions and shall be approved by the Engineer prior to application.

c. Method of Construction: Construction and installation shall be per Sections 84 and 85 of the CSS. Removal of existing facilities shall be per Section 15-2.02B and 15-2.02C of the CSS.

Temporary "cat tracks" shall be placed for all striping (including limit lines) immediately after completing the overlay of Monterey Road.

Monterey Road shall receive the first coat of permanent centerline, lane lines, and crosswalks no sooner than 72 hours and no later than 120 hours following resurfacing of the street. The Contractor shall pay the City liquidated damages of $500 per calendar day, for each day the Contractor fails to replace the striping and markings after the four calendar day period.

Pavement marker (blue marker) shall be per the requirements of the State Standard Plans.
d. Temporary Traffic Stripes and Pavement Markings: “Scrub seal Marker,” as distributed by MV Plastics, Inc., 533 W. Collings Avenue, Orange, CA 714-532-1522, or approved equal, shall be used for temporary traffic stripes and shall be installed at 24’ spacing, immediately after obliteration of any existing striping.

All other temporary traffic control and safety markings such as crosswalks, arrows, lane tapers, etc. shall be marked using paint or reflective tape.

e. Layout: All layout and cat tracking shall be performed by and at the expense of the Contractor, and shall be approved by the Engineer prior to placement of striping or markings.

f. Traffic Stripes: Unless otherwise stated, all striping shall be hot liquid thermoplastic. All areas to receive traffic stripes shall be swept immediately prior to applying thermoplastic to remove all loose rock.

Pavement Markers: All markers shall be placed using hot melt bituminous adhesive exclusively. All non-reflective markers shall be the ceramic type.

h. Pavement Markings: Legends, crosswalks, and stop bars, shall be thermoplastic unless otherwise stated. When thermoplastic is applied for crosswalks or bike lane striping, the following composition shall be used with a maximum thickness of 0.12 inches (3.0 mm):

<table>
<thead>
<tr>
<th>Component</th>
<th>Percentage</th>
<th>Minimum/Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Binder</td>
<td>20%</td>
<td>(18% min)</td>
</tr>
<tr>
<td>Glass Beads</td>
<td>20%</td>
<td>(15% min)</td>
</tr>
<tr>
<td>TiO₂ Pigment</td>
<td>10%</td>
<td>(7% min)</td>
</tr>
<tr>
<td>Filler</td>
<td>35%</td>
<td>(37% max)</td>
</tr>
<tr>
<td>Cullet</td>
<td>15%</td>
<td>(10% min)</td>
</tr>
</tbody>
</table>

The crushed glass cullet in such mixture shall be produced from cullet of clear glass, with a maximum size of 850 micrometers (100% passing by weight) and a minimum size of 425 micrometers (0-5% passing by weight). The skid resistance shall be a minimum of 55 BPN.

i. Measurement and Payment: Pavement markers used in traffic striping shall not be measured separately. The quantity for pavement stripes shall be the actual number lineal feet as measured in the field. For striping requiring multiple lines, the composite section will count as a lineal foot of striping for payment, not the total length of the individual component lines. The quantity for payment for the pavement markings shall be per each for each individual marking/legend. Measurement for removal shall be included in the unit price for stripes and markings. No additional or separate payment for removals shall be made therefor.

Traffic stripes will be measured by the linear foot, Pavement Markings, Surface Mounted Channelizers and Blue Hydrant Markers by each unit. The contract unit cost paid per linear feet for “Traffic Stripes,” per each for “Pavement Markings”, “Surface Mounted Channelizers” and “Blue Hydrant Markers” of the types shown in the Bid Schedule,
includes full compensation for furnishing all labor, material, equipment, tools, and incidentals and for doing all the work involved in furnishing and installing traffic stripes, pavement markings, and pavement markers, complete in place, including removal of existing pavement delineation, layout, and temporary pavement delineation, as shown on the plans, as specified herein and as directed by the Engineer.

20.00 Traffic Signal Detector Loops

a. Description: Where existing loops are removed or as directed by the Engineer, existing detector loops shall be replaced. Detectors shall conform to Section 86-5, “Detectors” of the CSS and these Technical Provisions. Loop configuration shall be Type E or Type E modified. Loop wire shall be Type 2 to match existing. Detector lead-in cable shall be Type B and no splices are permitted in lead-in cables. Loop sealant shall be hot melt type. The Contractor shall identify loop wires by lane number, loop number, and start/finish using tie wraps and permanent marker.

Loops shall be centered within traffic lanes unless otherwise specified. If any iron (manhole, valve, monument, etc.) is located within two (2) feet of the planned location for home runs or the detector loop, the Contractor shall contact the Engineer for an alternate location for the detector loop or home run prior to cutting any of the loops or home runs in the affected lane(s).

If any part of the loop conductor, including the portion leading to the adjacent pull box, is damaged by the Contractor’s operations, the entire detector loop shall be replaced. If any adjacent loop is damaged during such work, that loop shall be replaced within seven (7) calendar days. The Contractor shall pay the City liquidated damages of $500 per calendar day, for each day the Contractor fails to replace a damaged loop after the seven calendar day period.

The Contractor shall test all individual loops and all DLC prior to splicing. The Contractor shall test loop sensitivity with either an approved lightweight motorcycle or an Engineer-approved wind wand.

b. Measurement and Payment: Detector loops shall be measured by each replaced loop from actual count. The contract unit price paid per each for “Traffic Signal Detector Loops” shall include full compensation for furnishing all labor, materials, equipment, tools and incidentals and for doing all the work involved in furnishing and installing traffic loops, complete in place, including lead-in cables, home-runs and functionality testing of new loop systems as described herein and as directed by the Engineer.

21.00 FINAL CLEAN-UP

Contractor shall clean-up Monterey Road after the completion of all work and remove all debris/material generated during the course of construction. This includes street sweeping Monterey Road within the limits of the project. Contractor shall also perform
minor surface grinding, as necessary or as directed by the Engineer or his designated representative, to ensure the smooth pavement transition with existing ADA ramps, driveway approaches, and other city streets.

MEASURE AND PAYMENT

Full compensation for complying with the requirements of this section will be considered as included in the various items of work per location and no separate payment will be allowed therefore.

22.00 SUPPLEMENTAL WORK

The work shall include any new or unforeseen work not specified for on the plans and specification. The lump sum dollar amount listed in the bid schedule will be included in each bidder’s proposal. Supplemental work shall be performed only upon direct written authorization from the Project Engineer.
FHWA FORM 1273

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

II. NONDISCRIMINATION

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60-1.4(b) and, for all

FHWA Form 1273
Page 1 of 15
construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

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

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

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

a. The requirements of 49 CFR Part 26 and the State DOT’s U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

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

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

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

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

10. Assurance Required by 49 CFR 26.13(b):
III. NONSEGREGATED FACILITIES

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

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

IV. Davis-Bacon and Related Act Provisions

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

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH—1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(ii) The classification is utilized in the area by the construction industry; and
(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove.

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every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at FHWA Form 1273

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http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency...

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

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

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

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of
section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT
This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov), which is compiled by the General Services Administration.

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

FHWA Form 1273
Page 12 of 15
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

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

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

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

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

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

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

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

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

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

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

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

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

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

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

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

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

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

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

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

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

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

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.
EXHIBIT 12-B  BIDDER’S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

<table>
<thead>
<tr>
<th>Firm Name/ Address/ City, State, ZIP</th>
<th>Phone/ Fax</th>
<th>Annual Gross Receipts</th>
<th>Description of Portion of Work to be Performed</th>
<th>Local Agency Use Only (Certified DBE?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Phone</td>
<td>&lt; $1 million</td>
<td>☐</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&lt; $5 million</td>
<td>☐</td>
<td>NO</td>
</tr>
<tr>
<td>Address</td>
<td>Phone</td>
<td>&lt; $10 million</td>
<td>☐</td>
<td>If YES list DBE #:</td>
</tr>
<tr>
<td>City State ZIP</td>
<td>Phone</td>
<td>&gt; $15 million</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Fax</td>
<td>&lt; $1 million</td>
<td>☐</td>
<td>YES</td>
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<td>&lt; $5 million</td>
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<td>NO</td>
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<tr>
<td>Address</td>
<td>Fax</td>
<td>&lt; $10 million</td>
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<td>If YES list DBE #:</td>
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<td>City State ZIP</td>
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<td>Name</td>
<td>Phone</td>
<td>&lt; $1 million</td>
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<td>Address</td>
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<td>If YES list DBE #:</td>
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<td>City State ZIP</td>
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<td>Address</td>
<td>Fax</td>
<td>&lt; $10 million</td>
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<td>If YES list DBE #:</td>
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<tr>
<td>City State ZIP</td>
<td>Fax</td>
<td>&gt; $15 million</td>
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**Distribution:** 1) Original - Local Agency File

Required Federal Forms
Page 2 of 7
## Exhibit 15-G Construction Contract DBE Commitment


3. Project Description: __________________________________________

4. Project Location: __________________________________________


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

<table>
<thead>
<tr>
<th>10. Bid Item Number</th>
<th>11. Description of Work, Service, or Materials Supplied</th>
<th>12. DBE Certification Number</th>
<th>13. DBE Contact Information (Must be certified on the date bids are opened)</th>
<th>14. DBE Dollar Amount</th>
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### Local Agency to Complete this Section

21. Local Agency Contract Number: ____________________________

22. Federal-Aid Project Number: ______________________________

23. Bid Opening Date: ____________________________

24. Contract Award Date: ____________________________

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

15. **TOTAL CLAIMED DBE PARTICIPATION** $_____%

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

25. Local Agency Representative’s Signature: ________________ 26. Date ________________

27. Local Agency Representative’s Name: ______________________ 28. Phone __________________

29. Local Agency Representative’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. Include additional copy with award package.

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

## CONTRACTOR SECTION

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

## LOCAL AGENCY SECTION

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **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.
26. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. **Local Agency Representative’s Name** - Enter the name of the Local Agency Representative certifying the contractor’s DBE commitment form.
28. **Phone** - Enter the area code and phone number of the person signing the contractor’s DBE commitment form.
29. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor’s DBE commitment form.
Federal-aid Project No. ______________________________ Bid Opening Date __________________

The _______ (City/County of) _______ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the 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.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

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):

<table>
<thead>
<tr>
<th>Publications</th>
<th>Dates of Advertisement</th>
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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.):

<table>
<thead>
<tr>
<th>Names of DBEs Solicited</th>
<th>Date of Initial Solicitation</th>
<th>Follow Up Methods and Dates</th>
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C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

<table>
<thead>
<tr>
<th>Items of Work</th>
<th>Bidder Normally Performs Item (Y/N)</th>
<th>Breakdown of Items</th>
<th>Amount ($)</th>
<th>Percentage Of Contract</th>
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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 made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

_______________________________________________________________
_______________________________________________________________
_______________________________________________________________
F. Efforts made to assist interested DBEs in obtaining 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.):

<table>
<thead>
<tr>
<th>Name of Agency/Organization</th>
<th>Method/Date of Contact</th>
<th>Results</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

______________________________________________________________________________

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.