


Agenda Report Reviewed by:  
City Manager: 

CITY OF SEBASTOPOL  
CITY COUNCIL  
AGENDA ITEM

**Meeting Date:** November 1, 2022  
**To:** Honorable Mayor and City Councilmembers  
**From:** Mario Landeros, Interim City Engineer  
**Subject:** State Route 116 & Bodega Avenue Pedestrian Improvements Project 2019-01  
**Recommendation:** Approval of Plans and Specifications and Authorization to Bid State Route 116 & Bodega Avenue Pedestrian Improvements Project 2019-01  
**Funding:** Currently Budgeted:  X Yes  No  N/A

Account Code/Costs authorized in City Approved Budget (if applicable) AK (verified by Administrative Services Department)

**INTRODUCTION/PURPOSE:**

The item is to request Council approval of Plans and Specifications and authorization to bid the State Route 116 & Bodega Avenue Pedestrian Improvements Project 2019-01 (“Project”).

**BACKGROUND:**

The Project, State Route 116 & Bodega Avenue Pedestrian Improvements, combines CIP Projects #0105-4.00, #0117-74.04 and #0119-74.06 in the adopted Fiscal Year 2022-23 Capital Improvement Program (CIP) into one public project to be bid and constructed in 2023 pending the City Council approving the plans and specifications, and authorizing the Project for bid. The Project addresses previously recommended safety improvements from past pedestrian crossing safety studies on State Route (SR) 116 corridor and Bodega Avenue. It provides for installing new ADA-compliant pedestrian ramps at the following four intersections: SR 116 & Hurlbut Ave, SR 116 & Cleveland Ave, SR 116 & N. Main St and Sr 116 & Wallace St. and pedestrian safety enhancements along Bodega Avenue at the uncontrolled crossings at Robinson Road and Florence Avenue.

In 2021, in response to a “call for projects” released by SCTA from eligible agencies for “shovel ready” transportation projects to be funded under the federal OBAG 2/Quick Strike grant program, the City submitted its application for pedestrian safety improvement and enhancements at various intersections on State Route 116 & Bodega Avenue. After being awarded the federal funding grant, staff commenced the work on the environmental, right of way and preliminary engineering phases. In June 2022 the Project was cleared for environmental under a National Environmental Policy Act (NEPA) Categorical Exclusion. Right of Way Certification was received at the end of July 2022 and finally on September 22, 2022, the Project received federal obligation authority for funding.

**DISCUSSION:**

The Project consists of removing existing concrete ramps and sidewalk, and installing eleven (11) new ADA-compliant pedestrian ramps, including detectable warning (yellow) surfaces at the following four intersections: SR 116 & Hurlbut Ave, SR 116 & Cleveland Ave, SR 116 & N. Main St and Sr 116 & Wallace St. Where required as specified in the plans, grouted cobble would be installed between the detectable warning surfaces to indicate non-path of travel. The crosswalks would be restriped as necessary. Also, pedestrian safety enhancements will be implemented along Bodega Avenue at the uncontrolled crossings at Robinson Road and Florence Avenue.

Pedestrian safety enhancements at Robinson Road include enhancing the pedestrian crossing of Bodega Avenue by installing pedestrian activated warning beacons (PAWB) in both directions to increase awareness of motorists to the presence of pedestrians, pedestrian crossing signage, enhancement of existing crosswalks through continental crosswalk striping, and installation of advanced yield markings on eastbound and westbound approaches.

At Florence Avenue pedestrian safety enhancements include installation of directional ADA-compliant curb ramps at the northwest and southwest corners of the intersection to allow mobility-impaired pedestrians to access the crosswalk more easily. The crosswalk would be realigned to accommodate the new ramp locations. Pedestrian activated warning beacons (PAWB) would be installed along with pedestrian crossing signage, continental crosswalk striping on the Bodega Avenue crossing, and addition of advanced yield markings for Bodega Avenue traffic approaching the crossing.

The plans and specifications were prepared as a combined effort by consultants KASL Engineering, W-Trans, and Wood Rodger and is ready for approval. A Notice of Exemption under the California Environmental Protection Act (CEQA) for the Project has been approved by the Planning Director and will be filed with the County Clerk prior to bidding.

Upon Council’s approval of the plans and specifications and authorization to bid, the Project will be advertised in accordance with the Public Contract Code for solicitation of bids for doing the work. The estimated Project schedule is construction in summer 2023 and completion by fall 2023. The Engineer’s Estimate for the construction is \$571,000.

**GOALS:**

This action supports the following City Council Goals and General Plan Actions:

- Goal 2 - Maintain, Improve and Invest in the City’s Infrastructure (Water, Sewer, Streets, Circulation, Parks, Storm Drains and Public Facilities).

**PUBLIC COMMENT:**

As of the writing of this staff report, the City has not received any public comment. However, if staff receives public comment from interested parties following the publication and distribution of this staff report, such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of the agenda item.

**PUBLIC NOTICE:**

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date.

**FISCAL IMPACT:**

The adopted Fiscal Year 2022-23 CIP budget includes \$898,230 for the construction and inspection/construction management in the SB 1 Road Maintenance & Rehab Fund 217, Traffic Impact Fee Fund 213, Measure M Transportation Fund 201, TDA3 Grant Fund 002 and federal (Quick Strike) grant. See Table 1 for details.

*Table 1 Project Funding Breakdown for Construction Costs*

Description	Grant-Quick Strike	Grant-TDA	Measure M-Transp.	Traffic Impact Fee	SB 1
SR 116 ADA Curb Ramps CIP#0105-4.00	367,000	60,383	90,000	100,487	70,000
Bodega/Florence Ped Xing CIP#0117-74.04	85,000			74,560	
Bodega/Robinson Ped Xing CIP#0119-74.06	24,000			26,800	
Subtotal per Fund	476,000	60,383	90,000	201,847	70,000

Total-All Funds	\$898,230
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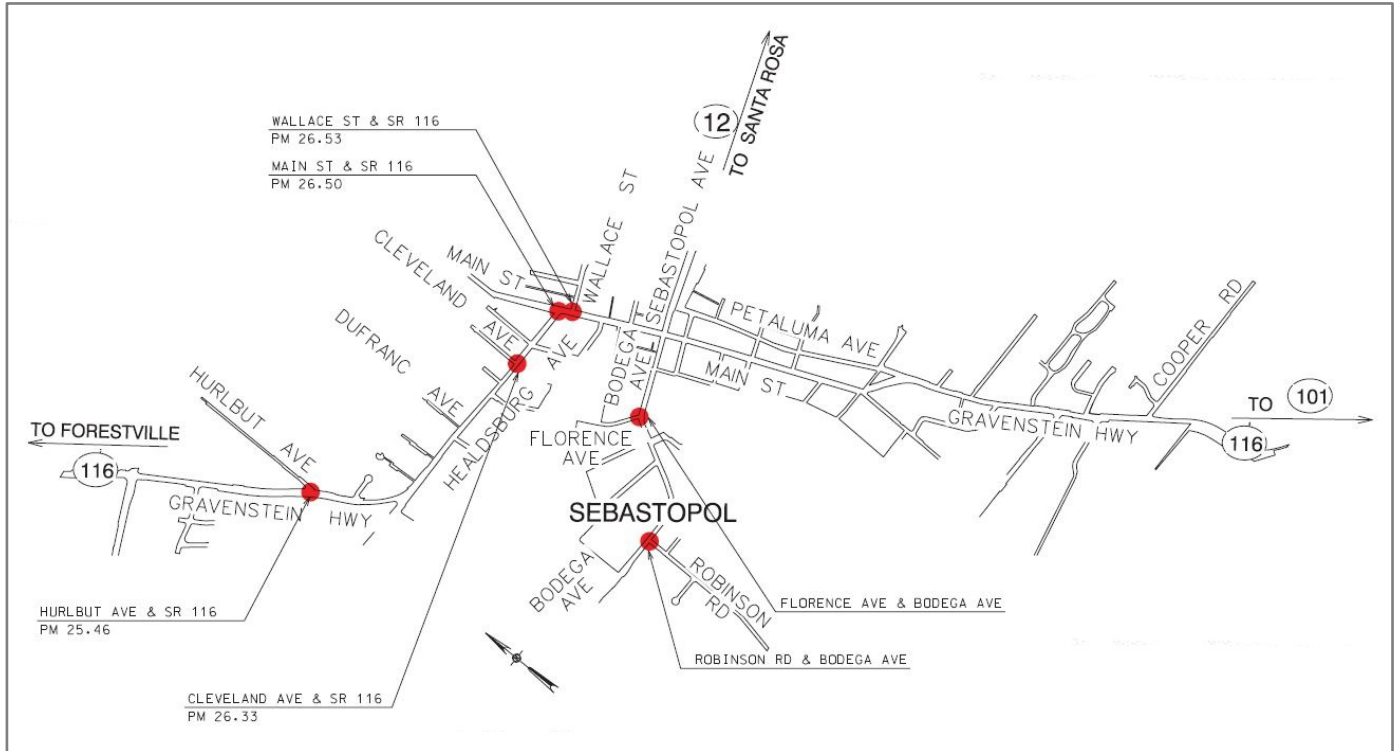
**RECOMMENDATION:**

Staff recommends the Sebastopol City Council, by minute order, approve the plans and specifications and authorize the solicitation of bids for State Route 116 & Bodega Avenue Pedestrian Improvements Project 2019-01.

**Attachments:**

- 1 Project Map
- 2 Project Plans and Specifications

# State Route 116 & Bodega Avenue Pedestrian Improvements Project 2019-01





INDEX OF PLANS

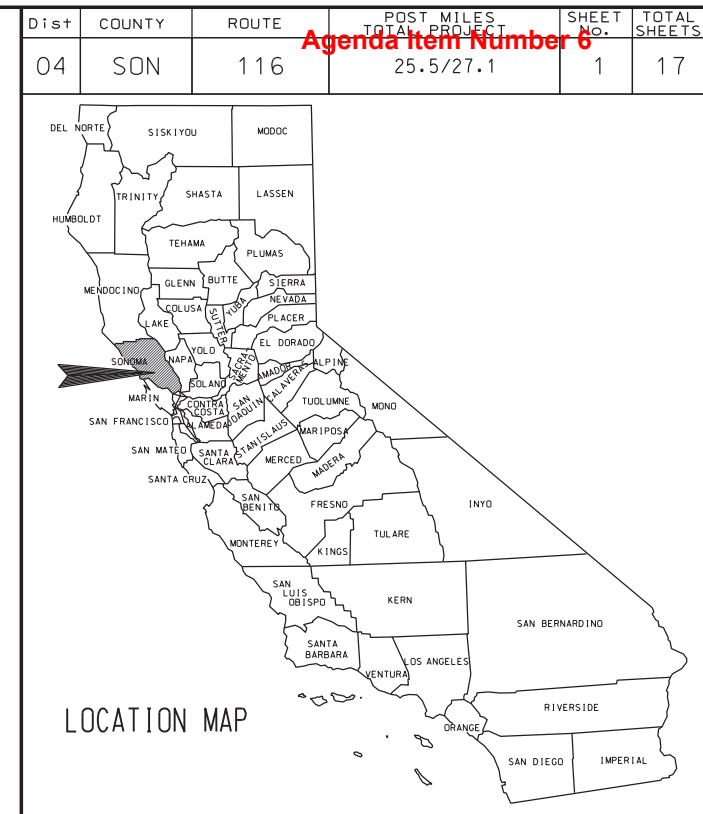
SHEET No.	DESCRIPTION
1	TITLE AND LOCATION MAP
2	GENERAL NOTES
3	VICINITY MAP & PHOTOS 1
4	VICINITY MAP & PHOTOS 2
5	HURLBUT AVE & SR 116 (GRAVENSTEIN HWY N)
6	CLEVELAND AVE & SR 116 (HEALDSBURG AVE)
7	N MAIN ST & SR 116 (HEALDSBURG AVE)
8	WALLACE ST & SR 116 (N MAIN ST)
9	DETAILS 1
10	DETAILS 2
11	DETAILS 3
12	PAVEMENT DELINEATION & SIGNAGE PLAN 1
13	PAVEMENT DELINEATION PLAN 4
14	PAVEMENT DELINEATION PLAN 5
15	ROBINSON ROAD & BODEGA AVE STRIPING & SIGNAGE PLAN
16	FLORENCE AVE & BODEGA AVE STRIPING & SIGNAGE PLAN
17	FLORENCE AVE & BODEGA AVE FINISH GRADING PLAN

IMPROVEMENT PLANS FOR  
CITY OF SEBASTOPOL  
SONOMA COUNTY, CALIFORNIA

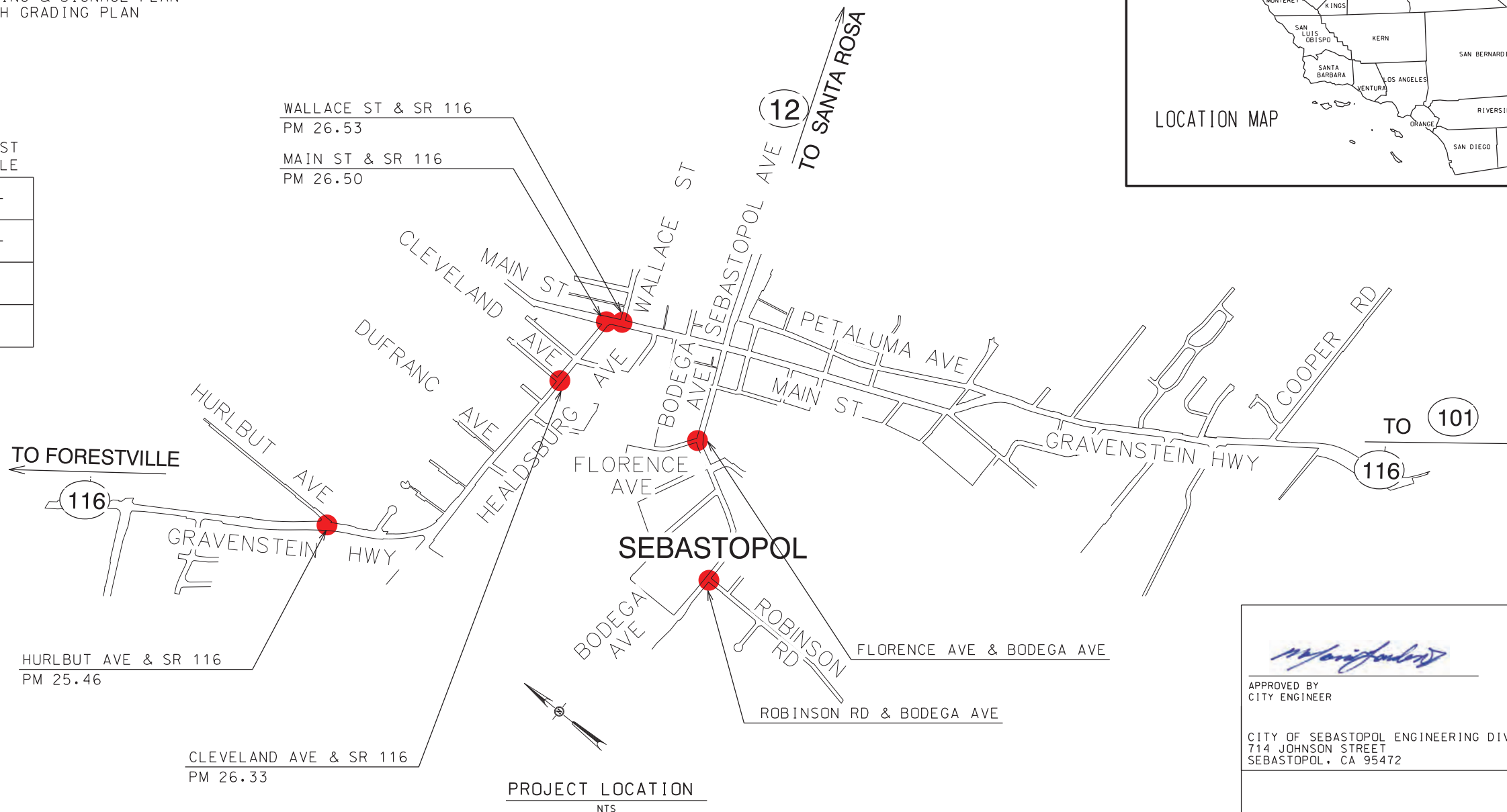
STATE ROUTE 116 & BODEGA AVE.  
PEDESTRIAN IMPROVEMENTS

CITY PROJECT No. 2019-01

TO BE SUPPLEMENTED BY CALTRANS STANDARD PLANS AND SPECIFICATIONS DATED 2018



LOCATION	POST MILE	LOCATION	POST MILE
HURLBUT AVE & SR 116	25.46	BODEGA AVE & FLORENCE AVE	-
CLEVELAND AVE & SR 116	26.33	BODEGA AVE & ROBINSON RD	-
N. MAIN ST & SR 116	26.50		
WALLACE ST & SR 116	26.53		



CALL  
UNDERGROUND  
SERVICE ALERT  
1-800-642-2444  
AT LEAST 48 HOURS  
PRIOR TO EXCAVATION

*[Signature]* 07/29/2022 DATE

APPROVED BY  
CITY ENGINEER

CITY OF SEBASTOPOL ENGINEERING DIVISION  
714 JOHNSON STREET  
SEBASTOPOL, CA 95472

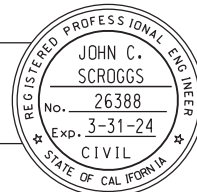
PROJECT ENGINEER DATE  
REGISTERED CIVIL ENGINEER

07/29/2022

PLANS APPROVAL DATE

KASL CONSULTING ENGINEERS  
7777 GREENBACK LN., STE. 104  
SEBASTOPOL, CA 95472

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THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."





DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
04	SON	116	25.5/27.1	3	17

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1 HURLBUT AVE / CA-116



2 NOT A PART OF THIS PROJECT  
HURLBUT AVE / CA-116



3 HURLBUT AVE / CA-116



4 HURLBUT AVE / CA-116

5 NOT USED



6 NOT USED



7 8 NOT USED

9 10 CLEVELAND AVE / CA-116

11 CLEVELAND AVE / CA-116



12 13 N MAIN ST / CA-116

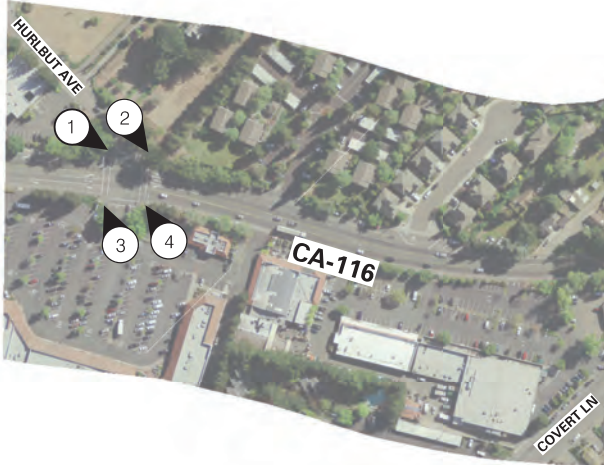
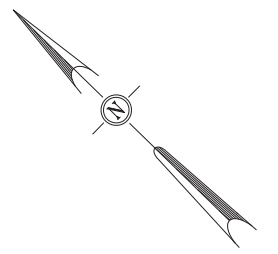


14 N MAIN ST / CA-116



15 16 WALLACE ST / CA-116

17 NOT USED



REGISTRATION NO. DATE SIGNED  
 LICENSE EXP. DATE  
 CONSULTANT DESIGN ENGINEER  
 JOHN C. SCROGGS, P.E.



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
04	SON	116	25.5/27.1	4	17

Agenda Item Number 6

CONSULTANT DESIGN ENGINEER JOHN C. SCROGGS, P.E.	REGISTRATION NO.	LICENSE EXP. DATE	DATE SIGNED
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18 19 NOT USED

20 21 NOT USED

22 23 NOT USED



24 FLORENCE AVE / BODEGA AVE



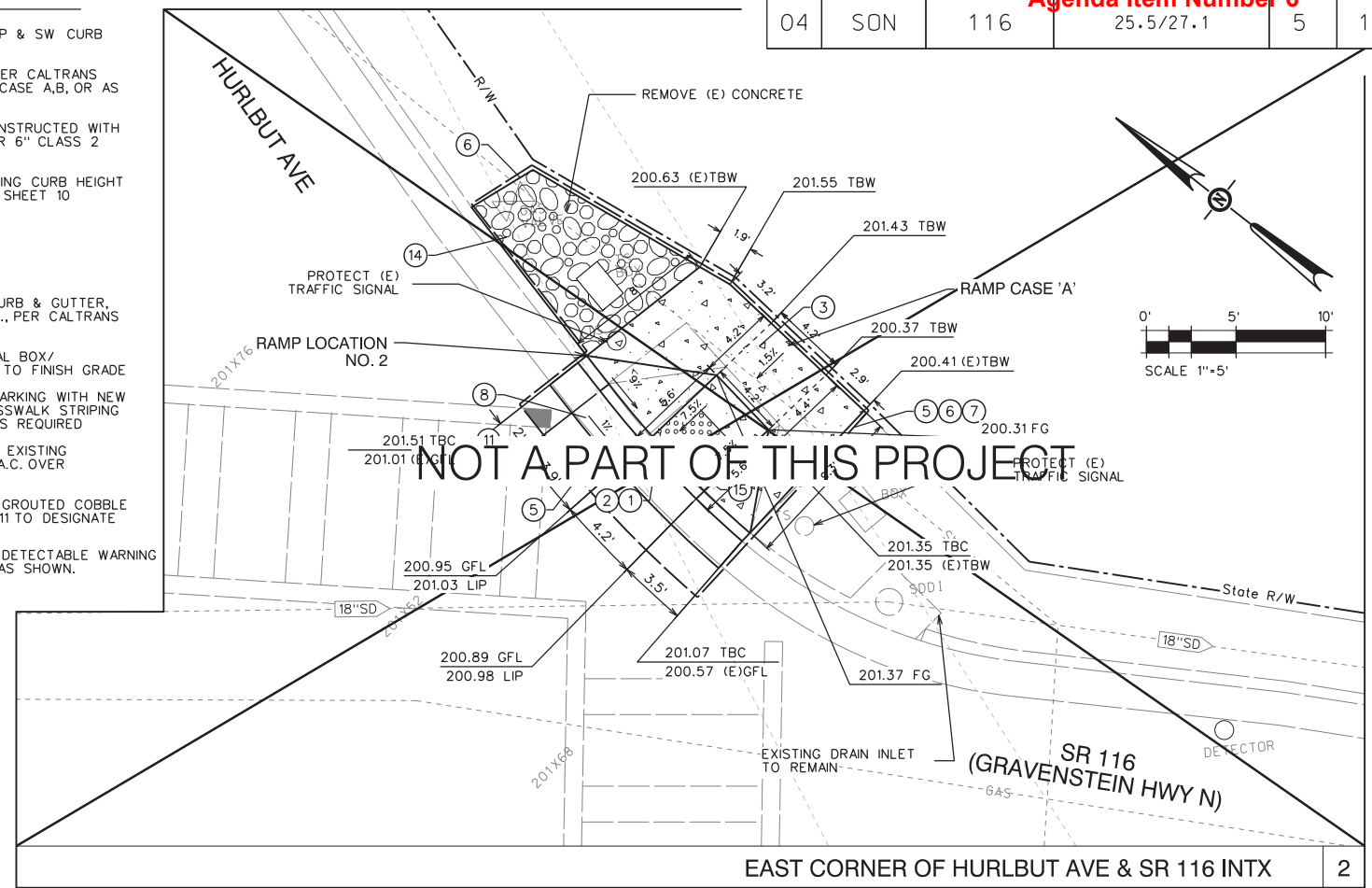
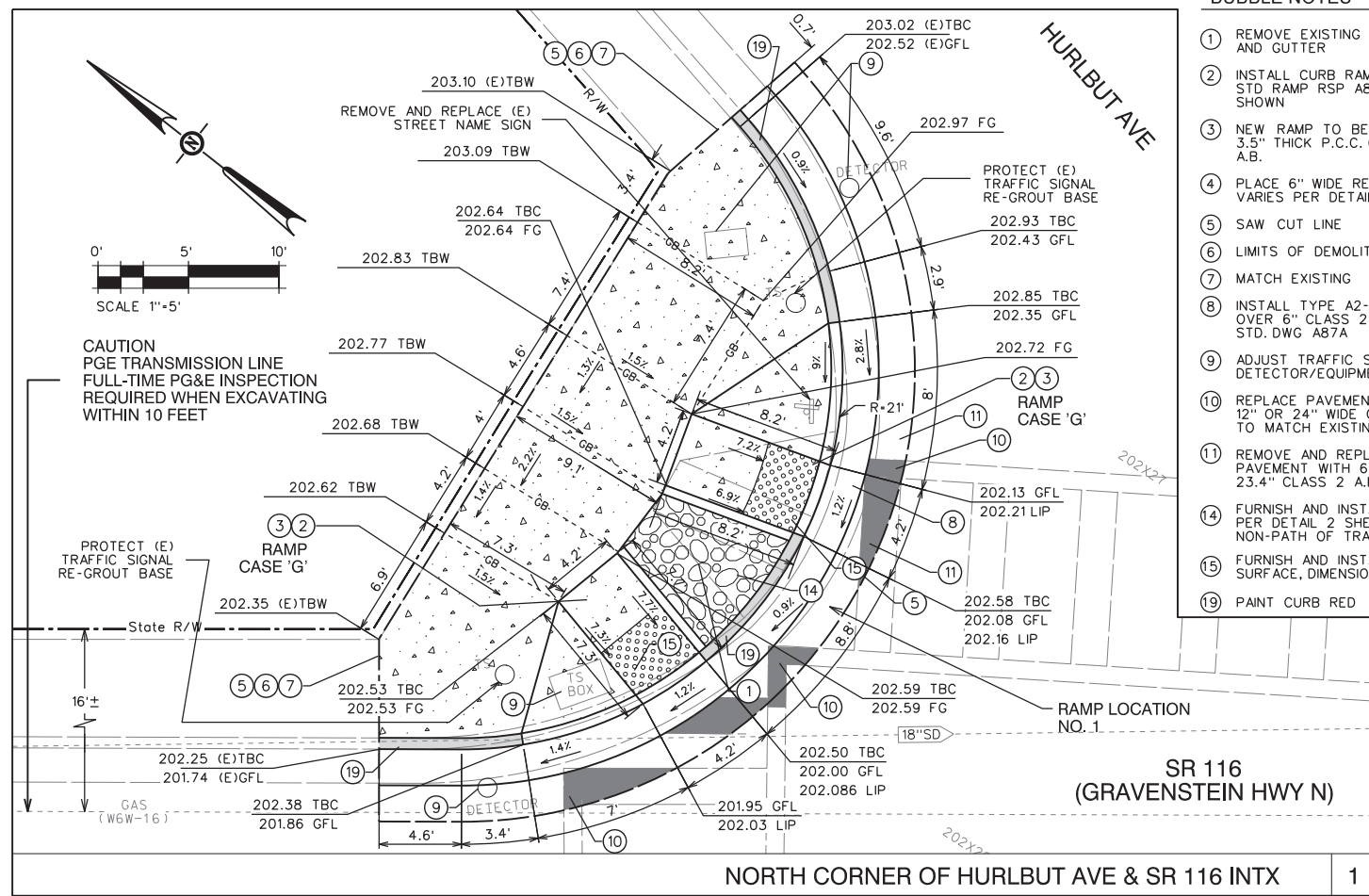
25 ROBINSON RD / BODEGA AVE

VICINITY MAP & PHOTOS 2  
City Council Meeting Packet for November 1, 2022  
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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	SON	116	25.5/27.1	5	17

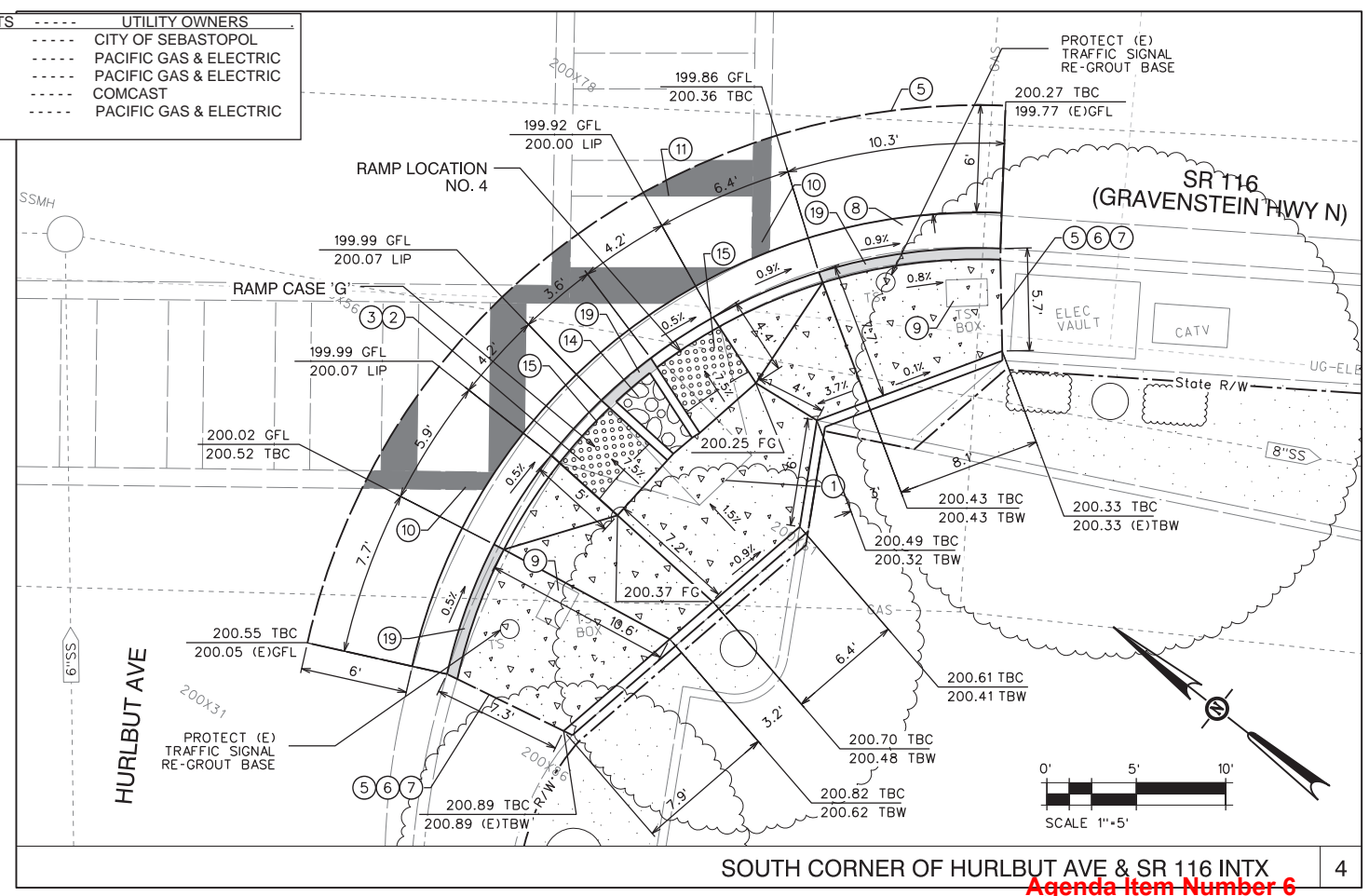
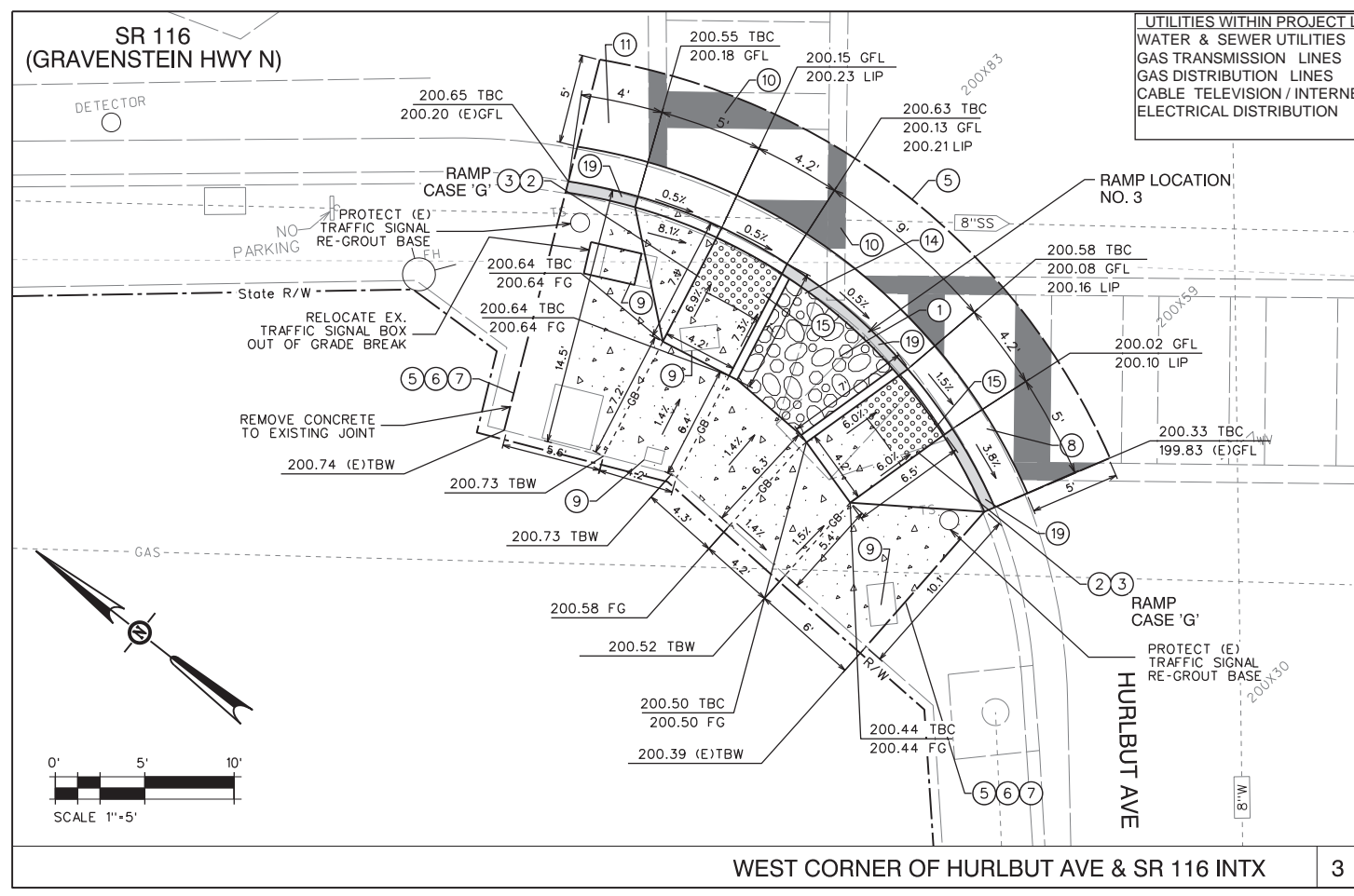
Agenda Item Number 6



**BUBBLE NOTES**

- 1 REMOVE EXISTING RAMP & SW CURB AND GUTTER
- 2 INSTALL CURB RAMP PER CALTRANS STD RAMP RSP A88A CASE A,B, OR AS SHOWN
- 3 NEW RAMP TO BE CONSTRUCTED WITH 3.5" THICK P.C.C. OVER 6" CLASS 2 A.B.
- 4 PLACE 6" WIDE RETAINING CURB HEIGHT VARIES PER DETAIL 4 SHEET 10
- 5 SAW CUT LINE
- 6 LIMITS OF DEMOLITION
- 7 MATCH EXISTING
- 8 INSTALL TYPE A2-6 CURB & GUTTER, OVER 6" CLASS 2 A.B., PER CALTRANS STD. DWG A87A
- 9 ADJUST TRAFFIC SIGNAL BOX/ DETECTOR/EQUIPMENT TO FINISH GRADE
- 10 REPLACE PAVEMENT MARKING WITH NEW 12" OR 24" WIDE CROSSWALK STRIPING TO MATCH EXISTING AS REQUIRED
- 11 REMOVE AND REPLACE EXISTING PAVEMENT WITH 6.6" A.C. OVER 23.4" CLASS 2 A.B.
- 14 FURNISH AND INSTALL GROUTED COBBLE PER DETAIL 2 SHEET 11 TO DESIGNATE NON-PATH OF TRAVEL
- 15 FURNISH AND INSTALL DETECTABLE WARNING SURFACE, DIMENSIONS AS SHOWN.
- 19 PAINT CURB RED

UTILITIES WITHIN PROJECT LIMITS	UTILITY OWNERS
----- WATER & SEWER UTILITIES	----- CITY OF SEBASTOPOL
----- GAS TRANSMISSION LINES	----- PACIFIC GAS & ELECTRIC
----- GAS DISTRIBUTION LINES	----- PACIFIC GAS & ELECTRIC
----- CABLE TELEVISION / INTERNET	----- COMCAST
----- ELECTRICAL DISTRIBUTION	----- PACIFIC GAS & ELECTRIC



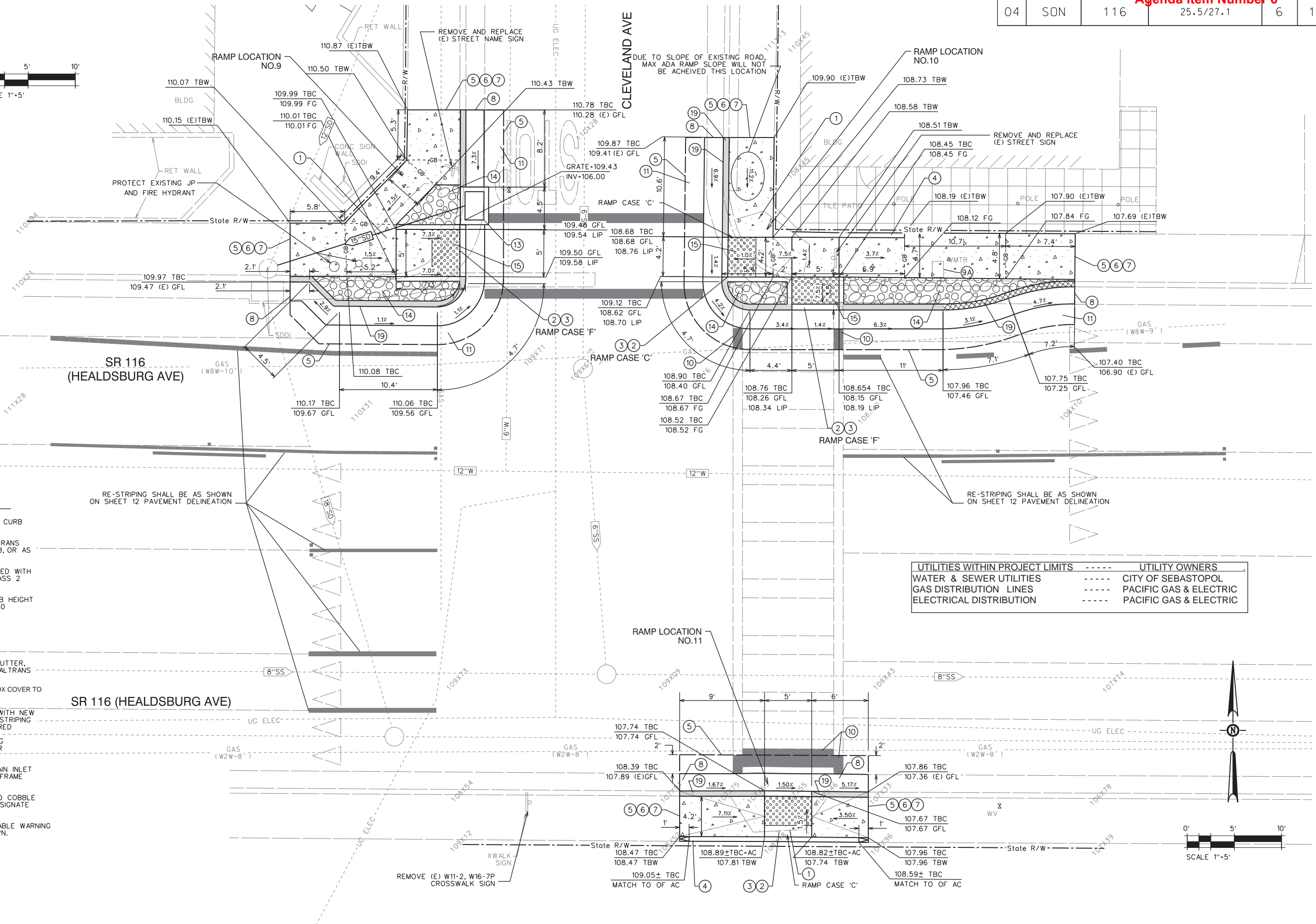
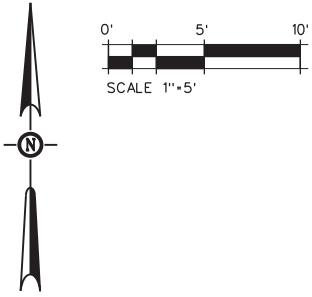
REGISTRATION NO. DATE SIGNED  
 L. LICENSE Exp. DATE  
 CONSULTANT DESIGN ENGINEER  
 JOHN C. SCROGGS, P.E.

USERNAME = JS  
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RELATIVE BORDER SCALE  
 IS IN INCHES

STATE HWY 116 ADA SIDEWALK RAMP  
 City Council Meeting Packet for November 1, 2022  
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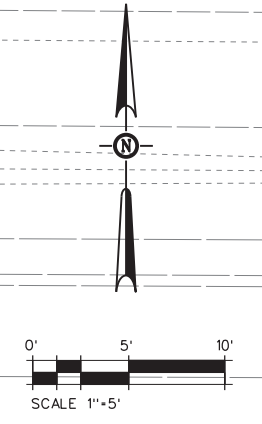
LAST REVISION DATE PLOTTED = 6/27/2022  
 SEPT 2018 TIME PLOTTED = 2:19:36 PM



**BUBBLE NOTES**

- ① REMOVE EXISTING RAMP & SW CURB AND GUTTER
- ② INSTALL CURB RAMP PER CALTRANS STD RAMP RSP AB8A CASE A,B, OR AS SHOWN
- ③ NEW RAMP TO BE CONSTRUCTED WITH 3.5" THICK P.C.C. OVER 6" CLASS 2 A.B.
- ④ PLACE 6" WIDE RETAINING CURB HEIGHT VARIES PER DETAIL 4 SHEET 10
- ⑤ SAW CUT LINE
- ⑥ LIMITS OF DEMOLITION
- ⑦ MATCH EXISTING
- ⑧ INSTALL TYPE A2-6 CURB & GUTTER, OVER 6" CLASS 2 A.B., PER CALTRANS STD. DWG AB7A
- ⑨A ADJUST WATER SERVICE METER BOX COVER TO FINISH GRADE
- ⑩ REPLACE PAVEMENT MARKING WITH NEW 12" OR 24" WIDE CROSSWALK STRIPING TO MATCH EXISTING AS REQUIRED
- ⑪ REMOVE AND REPLACE EXISTING PAVEMENT WITH 6.6" A.C. OVER 23.4" CLASS 2 A.B.
- ⑬ INSTALL CALTRANS STORM DRAIN INLET TYPE GO WITH RECTANGULAR FRAME AND 24-12X GRATE
- ⑭ FURNISH AND INSTALL GROUDED COBBLE PER DETAIL 2 SHEET 11 TO DESIGNATE NON-PATH OF TRAVEL
- ⑮ FURNISH AND INSTALL DETECTABLE WARNING SURFACE, DIMENSIONS AS SHOWN.
- ⑰ PAINT CURB RED

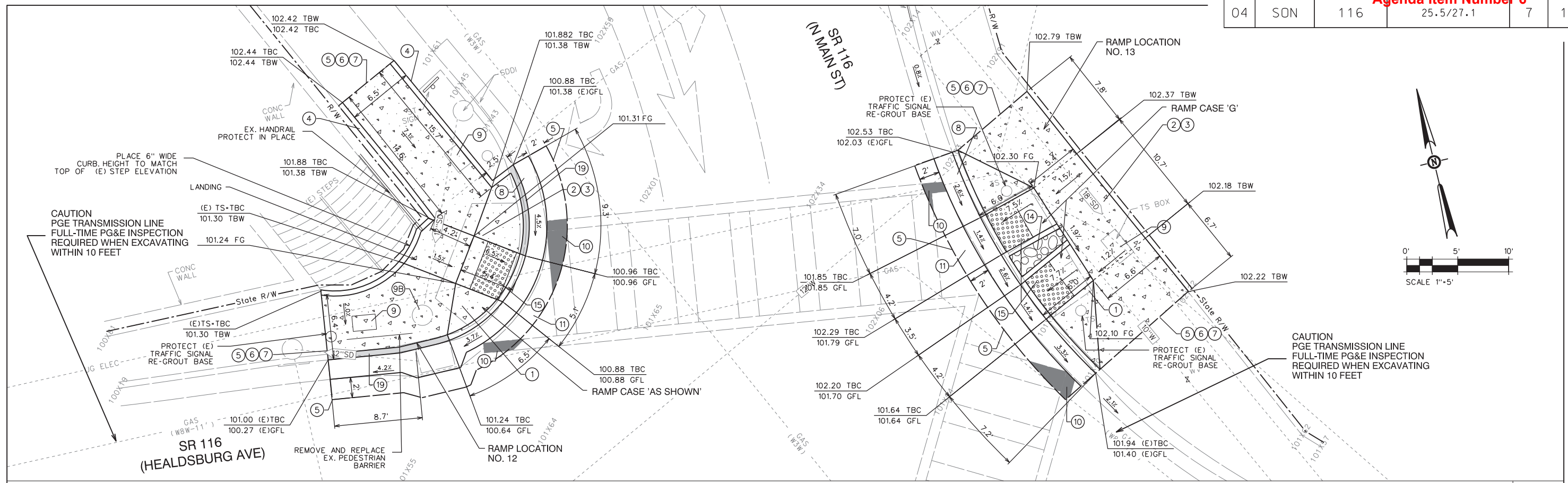
UTILITIES WITHIN PROJECT LIMITS	UTILITY OWNERS
WATER & SEWER UTILITIES	CITY OF SEBASTOPOL
GAS DISTRIBUTION LINES	PACIFIC GAS & ELECTRIC
ELECTRICAL DISTRIBUTION	PACIFIC GAS & ELECTRIC



REGISTRATION NO. DATE SIGNED DATE LICENSE Exp DATE  
 CONSULTANT DESIGN ENGINEER JOHN C. SCROGGS, P.E.



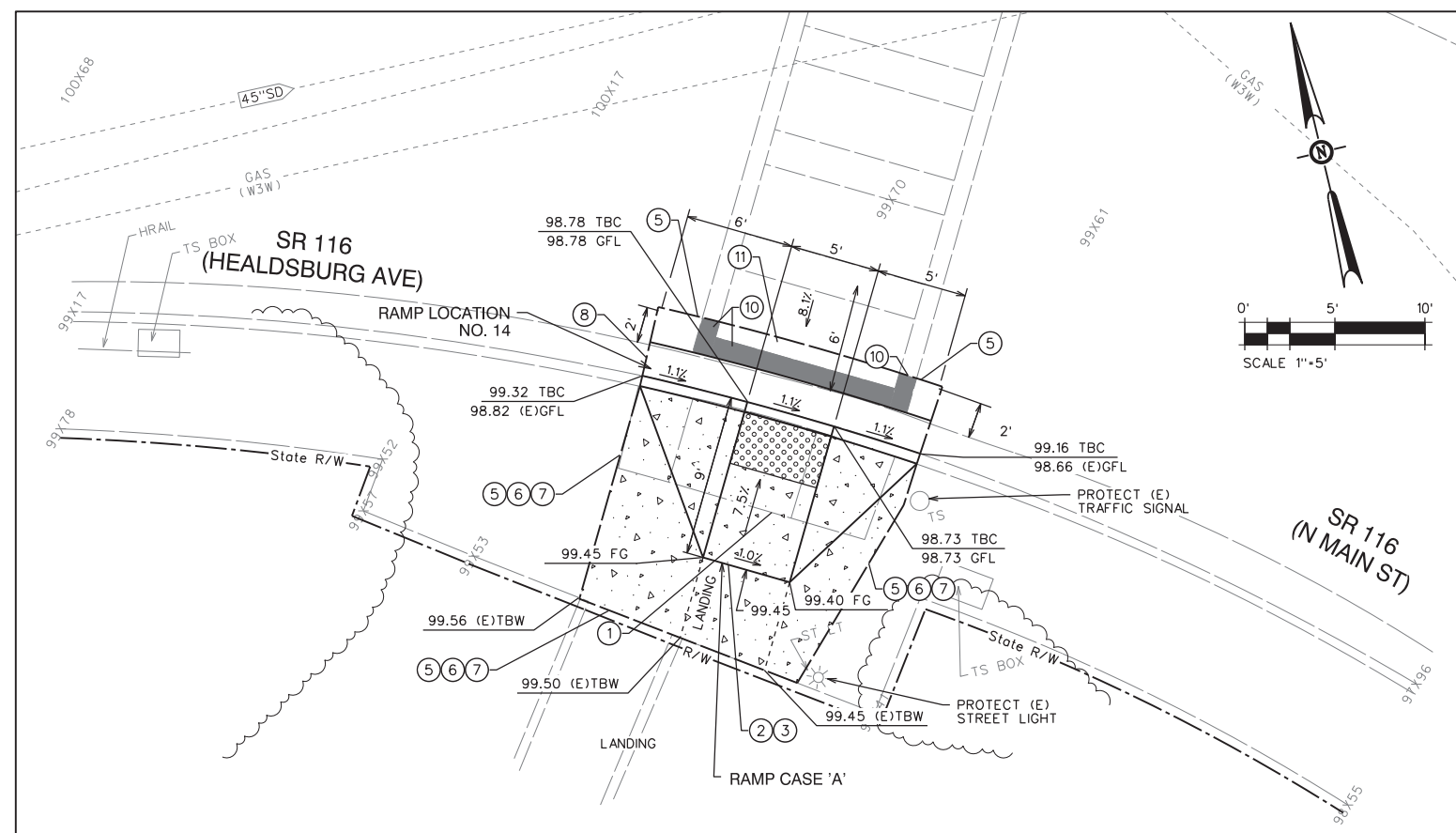
Agenda Item Number 6



NORTH SIDE OF INTX OF N. MAIN ST. & SR 116 12 & 13

**BUBBLE NOTES**

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- 9 ADJUST TRAFFIC SIGNAL BOX/ DETECTOR/EQUIPMENT TO FINISH GRADE
- 9B ADJUST STORM DRAIN MANHOLE COVER TO FINISH GRADE
- 10 REPLACE PAVEMENT MARKING WITH NEW 12" OR 24" WIDE CROSSWALK STRIPING TO MATCH EXISTING AS REQUIRED
- 11 REMOVE AND REPLACE EXISTING PAVEMENT WITH 6.6" A.C. OVER 23.4" CLASS 2 A.B.
- 14 FURNISH AND INSTALL GROUTED COBBLE PER DETAIL 2 SHEET 11 TO DESIGNATE NON-PATH OF TRAVEL
- 15 FURNISH AND INSTALL DETECTABLE WARNING SURFACE, DIMENSIONS AS SHOWN.
- 19 PAINT CURB RED



SOUTH SIDE OF INTX OF N. MAIN ST. & SR 116 14

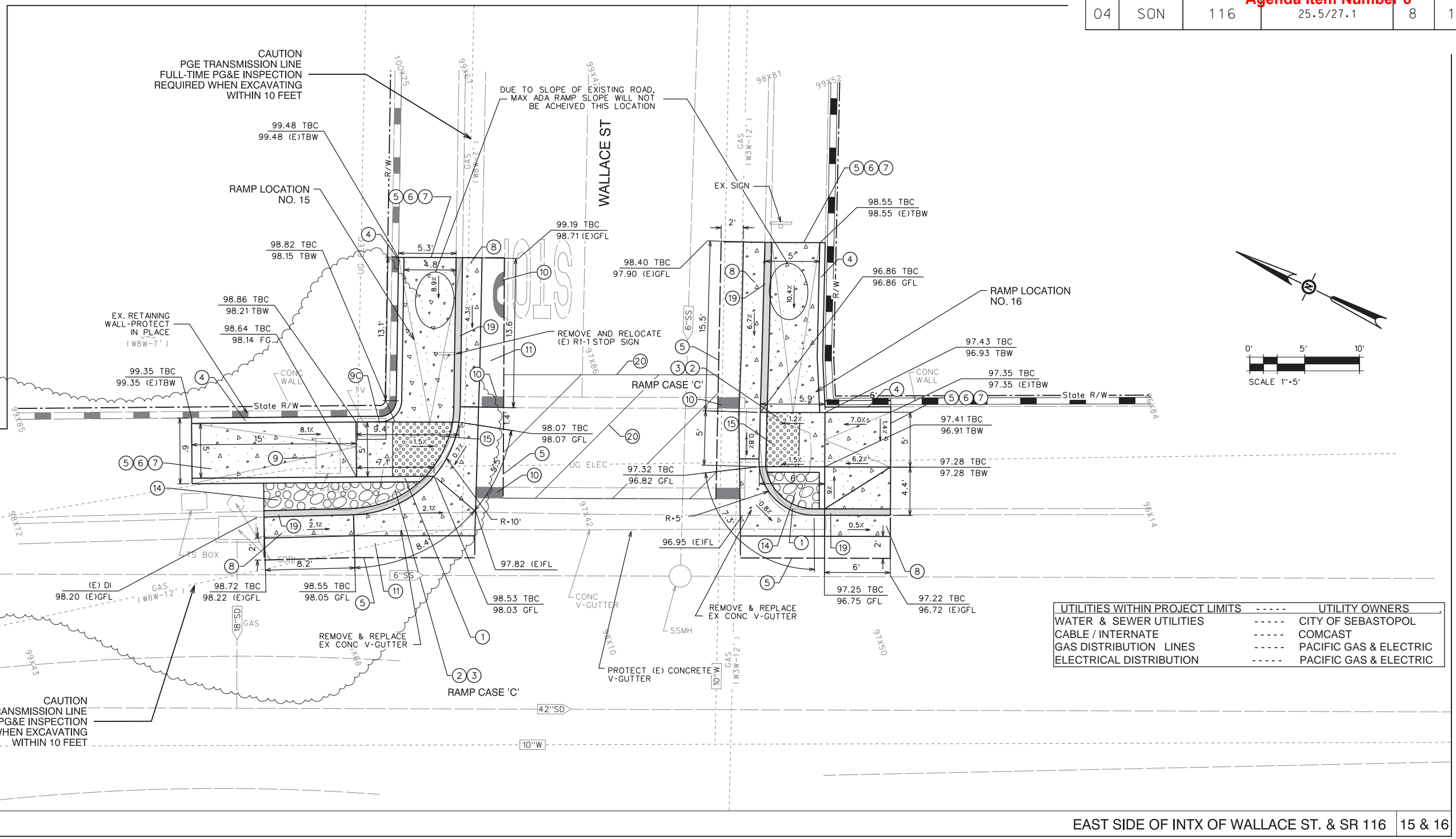
UTILITIES WITHIN PROJECT LIMITS	UTILITY OWNERS
WATER & SEWER UTILITIES	CITY OF SEBASTOPOL
GAS DISTRIBUTION LINES	PACIFIC GAS & ELECTRIC
ELECTRICAL DISTRIBUTION	PACIFIC GAS & ELECTRIC

DATE SIGNED \_\_\_\_\_  
 LICENSE Exp. DATE \_\_\_\_\_  
 REGISTRATION NO. \_\_\_\_\_  
 CONSULTANT DESIGN ENGINEER  
 JOHN C. SCROGGS, P.E.

Agenda Item Number 6

**BUBBLE NOTES**

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- ⑨ ADJUST TRAFFIC SIGNAL BOX/ DETECTOR/EQUIPMENT TO FINISH GRADE
- ⑩ EX. TV BOX RELOCATION BY UTILITY OWNER (N.I.C.)
- ⑪ REPLACE PAVEMENT MARKING WITH NEW 12" OR 24" WIDE CROSSWALK STRIPING TO MATCH EXISTING AS REQUIRED
- ⑫ REMOVE AND REPLACE EXISTING PAVEMENT WITH 6.6" A.C. OVER 23.4" CLASS 2 A.B.
- ⑬ FURNISH AND INSTALL GROUTED COBBLE PER DETAIL 2 SHEET 11 TO DESIGNATE NON-PATH OF TRAVEL
- ⑭ FURNISH AND INSTALL DETECTABLE WARNING SURFACE, DIMENSIONS AS SHOWN.
- ⑮ PAINT CURB RED
- ⑯ REPLACE DETERIORATED PAVEMENT IN KIND, MIN. 4" AC OVER 6" CLASS 2 A.B.



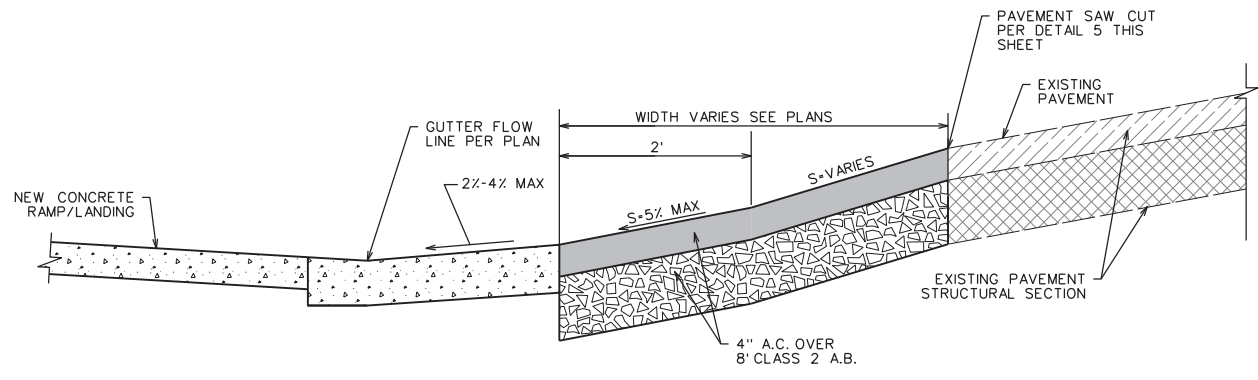
EAST SIDE OF INTX OF WALLACE ST. & SR 116 15 & 16

REGISTRATION NO. LICENSE Exp. DATE SIGNED DATE  
 CONSULTANT DESIGN ENGINEER  
 JOHN C. SCROGGS, P.E.

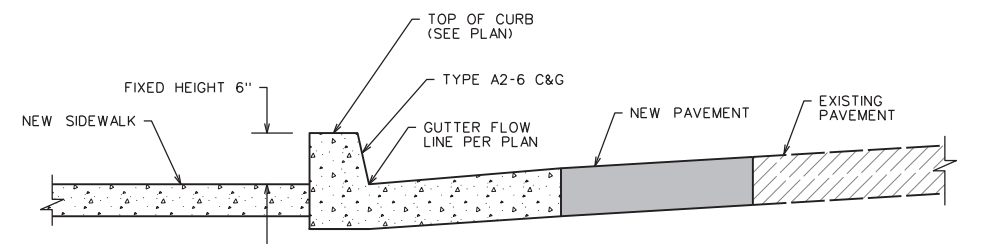




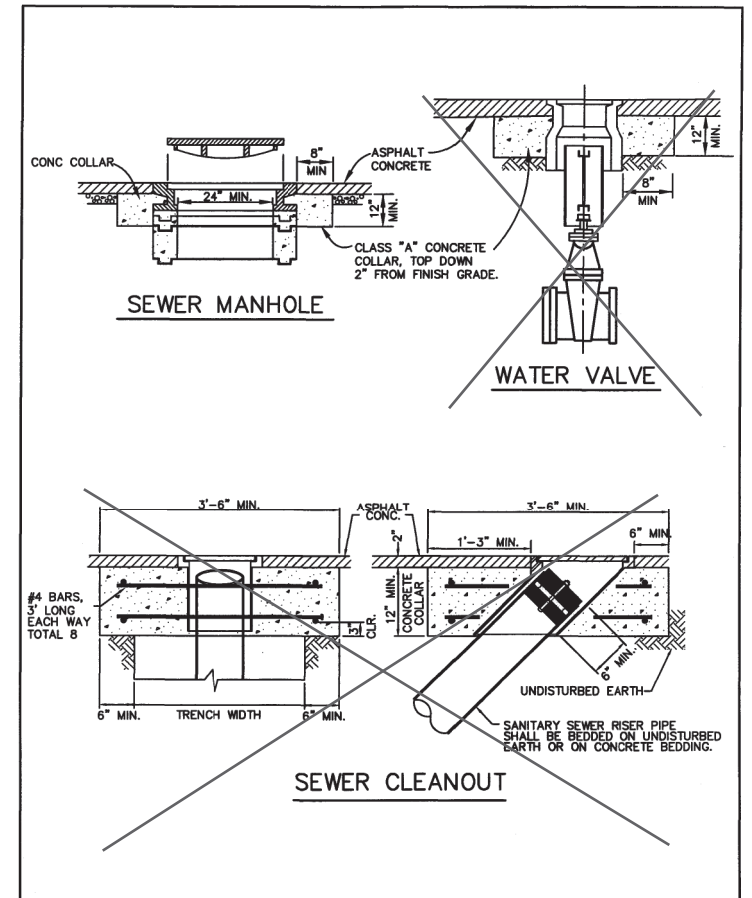
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PAVEMENT REPLACEMENT  
NO SCALE (1)

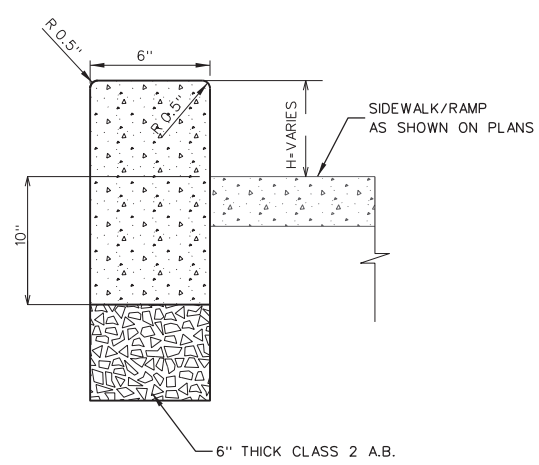


BARRIER CURB  
NO SCALE (6)

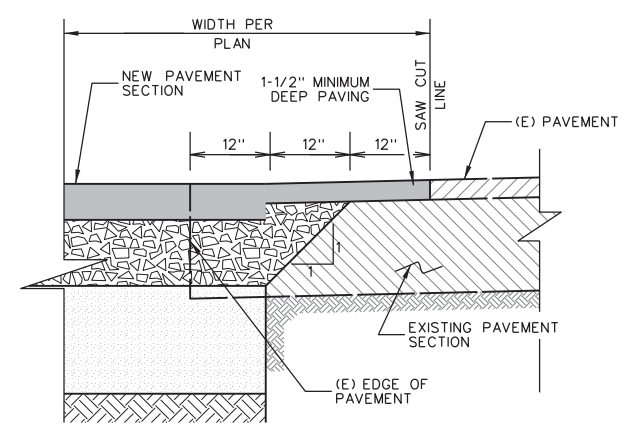


STANDARD MANHOLE, CLEANOUT & VALVE BOX ADJUSTMENT  
SCALE: NONE DRAWN: MGA CHK: SAL APPVD: PHK DATE: JULY 1998  
STD. NO. S-7.3

VALVE BOX ADJUSTMENT  
NO SCALE (2)



RETAINING VERTICAL CURB DETAIL  
NO SCALE (4)



PAVEMENT SAW CUT DETAIL  
NO SCALE (5)

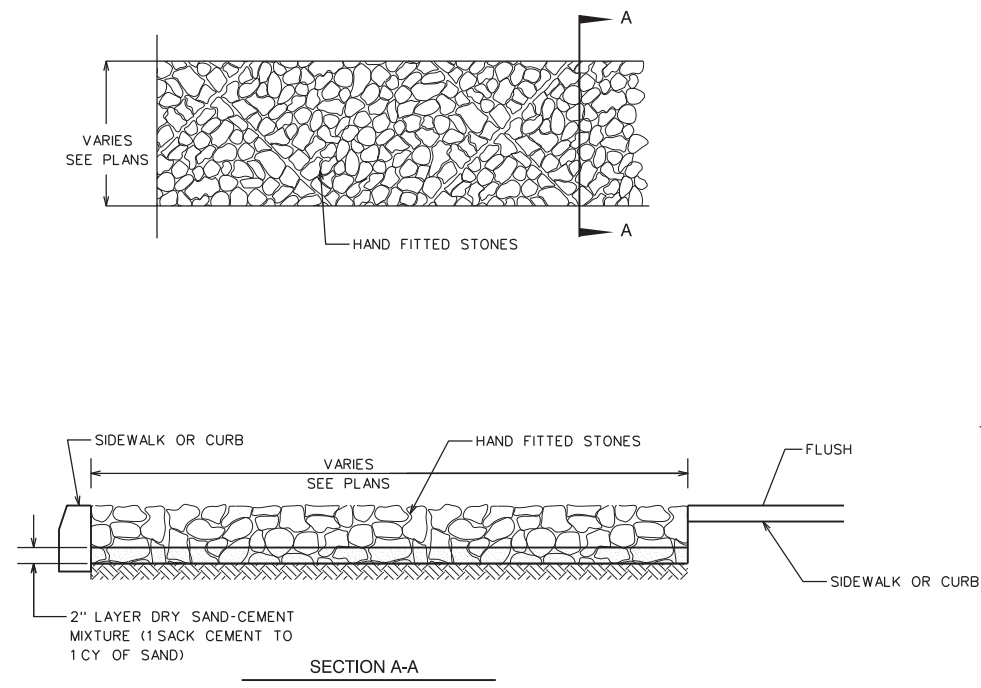
NOT USED  
NO SCALE (3)

DATE SIGNED  
LICENSE Exp. DATE  
REGISTRATION NO.  
CONSULTANT DESIGN ENGINEER  
JOHN C. SCROGGS, P.E.



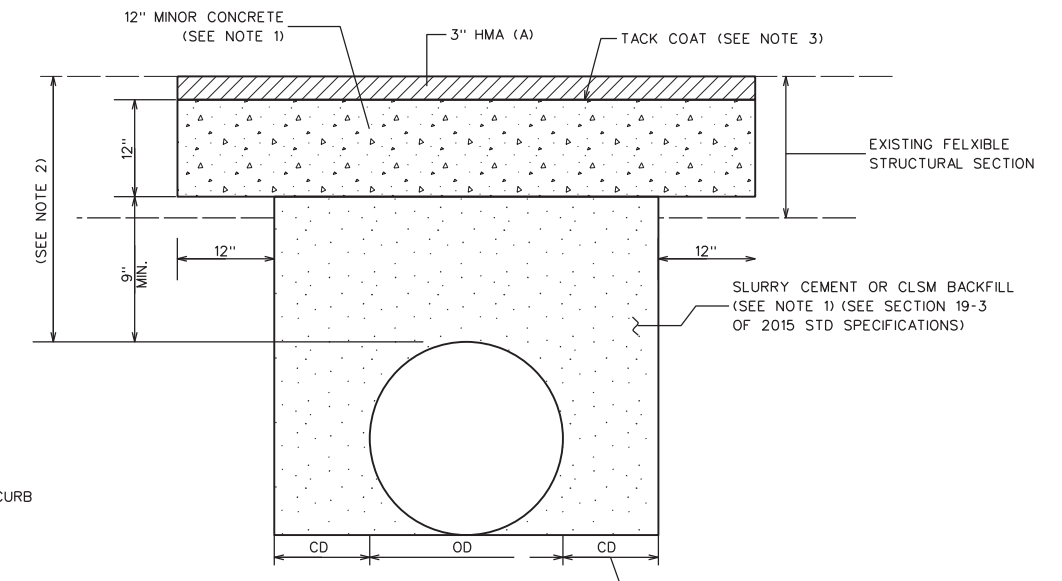
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
04	SON	116	25.5/27.1	11	17

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- NOTES:
- HAND FITTED STONES TO MATCH EXISTING PARKWAY IN DOWNTOWN SEBASTOPOL
  - ALL STONES SHALL BE PAMY STONE COBBLES, UNBROKEN WEATHERED SMOOTH.
  - SIZE RANGE: 3"x3" TO 6"x6" AVERAGE 4"x4".
  - ONCE STONES ARE SET, BRUSH IN ADDITIONAL SAND-CEMENT (EQUIVALENT TO 1" OVER ENTIRE SURFACE) TO FILL VOIDS BETWEEN STONES. SPRINKLE SURFACE WITH WATER TO MOISTEN ALL SAND-CEMENT TO SET UP.

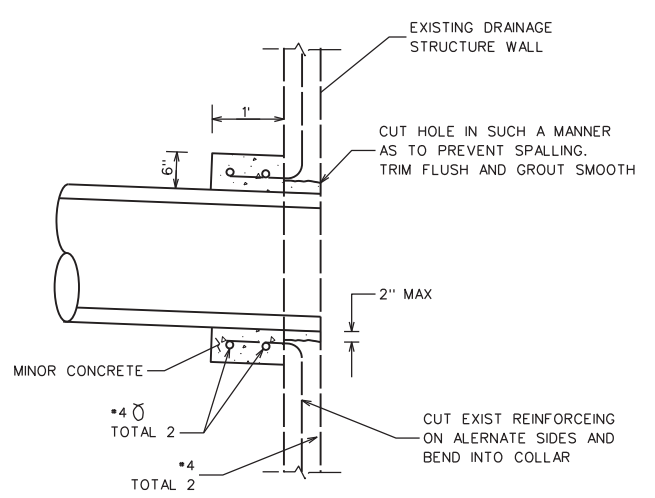
GROUTED COBBLE  
NO SCALE



- NOTES
- CONCRETE CAP MAY BE RAPID STRENGTH CONCRETE (RSC). IF RSC IS USED, REPLACE THE SLURRY CEMENT OR CLSM BACKFILL WITH LEAN CONCRETE BACKFILL OR RSC DEPENDING UPON THE PROJECT TIME CONSTRAINTS.
  - FOR NEW INSTALLATIONS, MINIMUM DEPTH OF COVER REQUIREMENTS ARE TO FOLLOW GUIDELINES IN THE ENCROACHMENT PERMITS MANUAL OR HIGHWAY DESIGN MANUAL. WHEN COVER OVER A REPLACEMENT PIPE/ENCASEMENT PIPE IS LESS THAN 24", A SPECIAL DESIGN IS NECESSARY.
  - TACK COAT (ASPHALTIC EMULSION) SHALL BE APPLIED PRIOR TO PLACING HMA (A).
  - ALL TRENCH WORK SUBJECT TO STATE REGULATIONS AND INSPECTION.
  - ALL MATERIALS, WORKMANSHIP, TESTING AND INSPECTIONS SHALL COMPLY WITH CALTRANS STANDARD SPECIFICATIONS AND PROJECT-SPECIFIC SPECIAL PROVISIONS.
  - USE OF THIS DETAIL IS APPLICABLE IF HIGH GROUNDWATER CONDITIONS DO NOT EXIST WITHIN THE TRENCH.
- CD-6" TO 12"  
(6" FOR PIPES 42" OR LESS IN DIAMETER OR SPAN  
12" FOR PIPES OVER 42" IN DIAMETER OF SPAN)
- FOR BEDDING REQUIREMENTS, SEE APPLICABLE STANDARD PLANS

ROADWAY TRENCH PAVING DETAIL  
NO SCALE

NOT USED  
NO SCALE



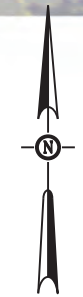
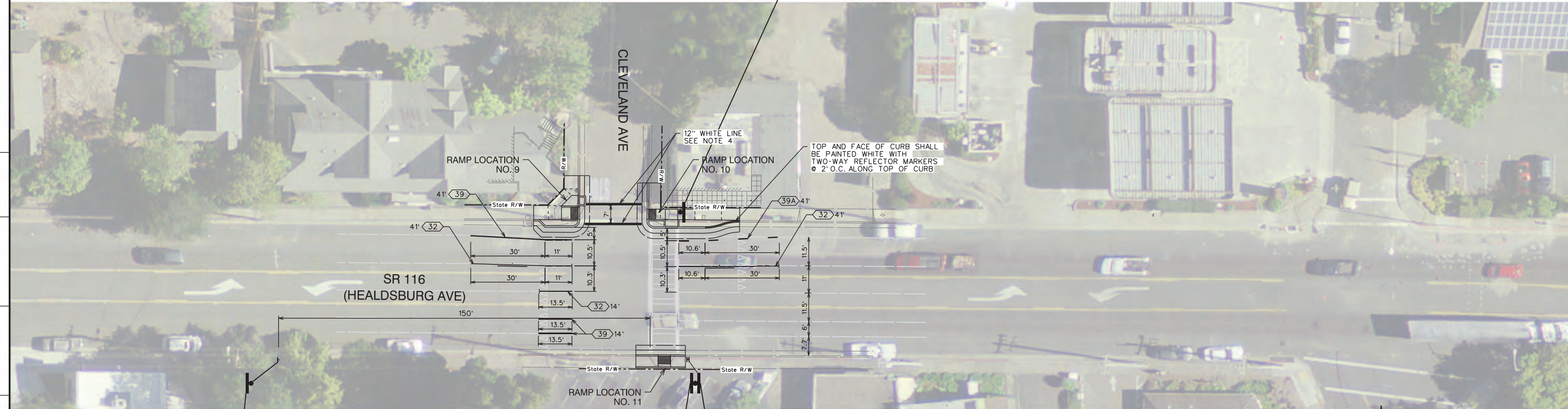
- NOTES
- IF WALL OF EXISTING DRAINAGE STRUCTURE HAS NO REINFORCING DRILL AND BOND DOWELS, 1 FOOT ON CENTER, 6" INTO WALL AND BEND INTO COLLAR.
  - SQUARE OR CIRCULAR COLLAR OPTIONAL.

PIPE CONNECTION TO EXISTING DRAINAGE STRUCTURE  
NO SCALE

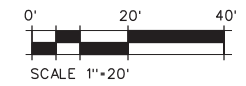
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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
04	SON	116	25.5/27.1	12	17

Agenda Item Number 6



PAVEMENT DELINEATION AND SIGNAGE PLAN 1



- NOTES
1. ALL STRIPING SHALL BE INSTALLED PER CALTRANS STANDARD PLANS (2018), CA MUTCD 2014, AND THE DETAILS SHOWN IN THESE PLANS.
  2. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC, UNLESS OTHERWISE NOTED.
  3. REMOVE EXISTING STRIPING WHERE IN CONFLICT WITH NEW STRIPING.
  4. INSTALL "BASIC" CROSSWALK LINES PER CALTRANS STANDARD PLAN A24F.
  7. N/A
  8. N/A
  9. ALL SIGNS SHALL BE CONVENTIONAL SIZING PER CA MUTCH UNLESS OTHERWISE NOTED.

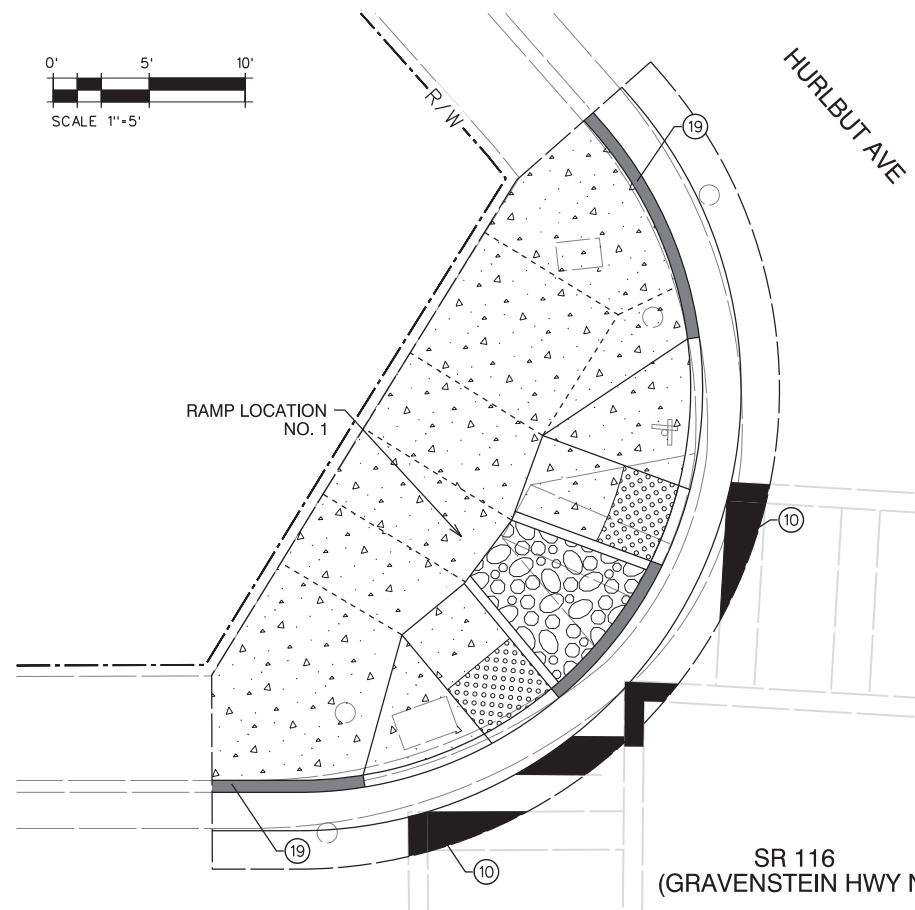
REGISTRATION NO. DATE SIGNED  
 LICENSE Exp. DATE  
 CONSULTANT DESIGN ENGINEER  
 JOHN C. SCROGGS, P.E.

LAST REVISION DATE PLOTTED = 6/27/2022  
 SEPT 2018 TIME PLOTTED = 2:19:47 PM

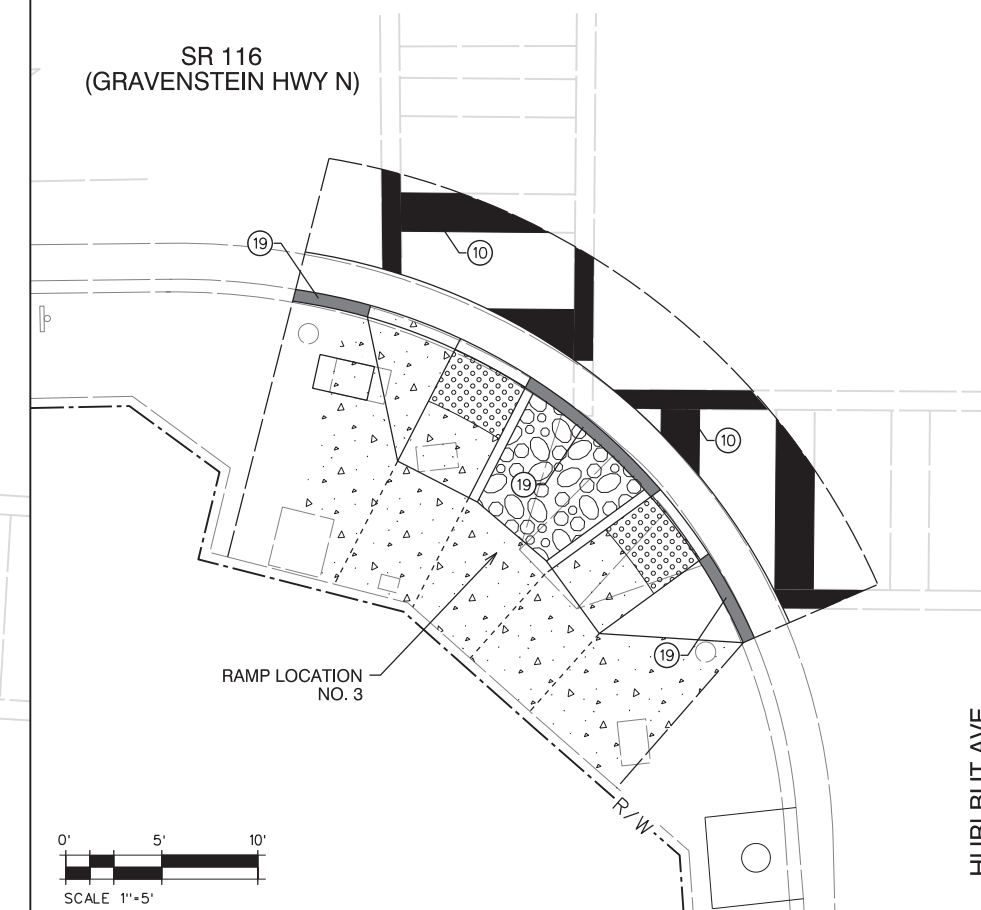


Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	SON	116	25.5/27.1	13	17

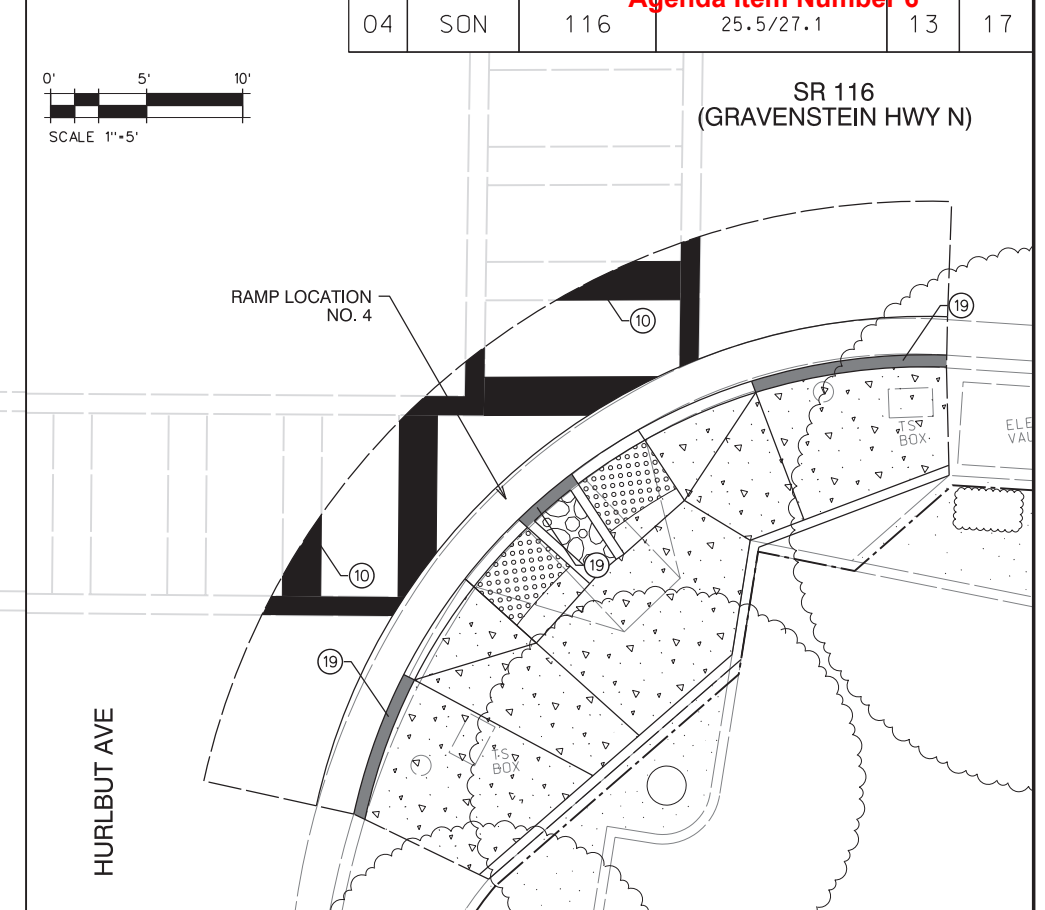
Agenda Item Number 6



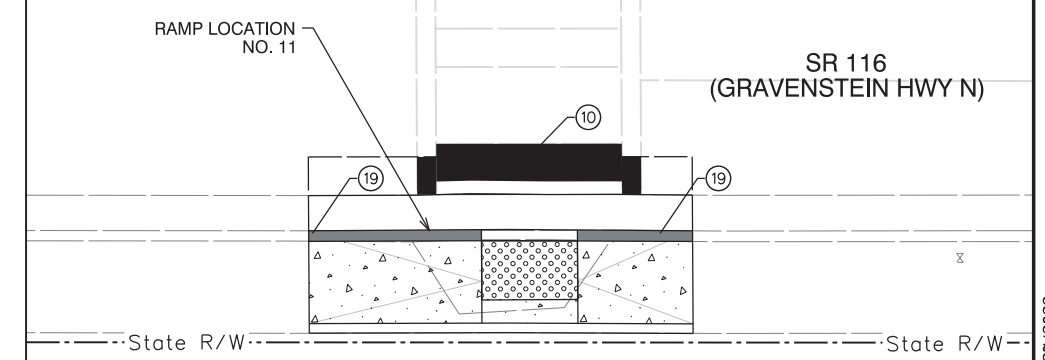
NORTH CORNER OF HURLBUT AVE & SR 116 INTX



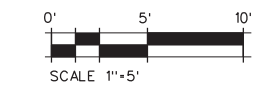
WEST CORNER OF HURLBUT AVE & SR 116 INTX



SOUTH CORNER OF HURLBUT AVE & SR 116 INTX



PAVEMENT DELINEATION  
PLAN 2



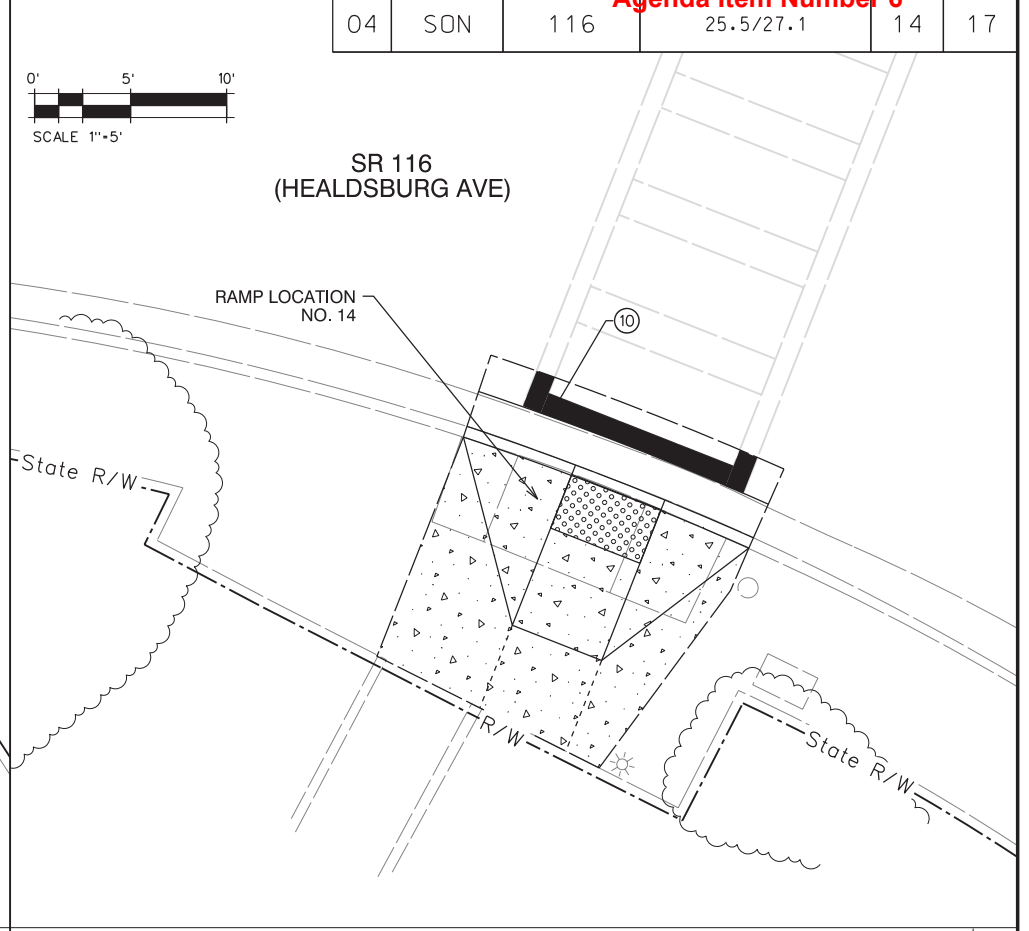
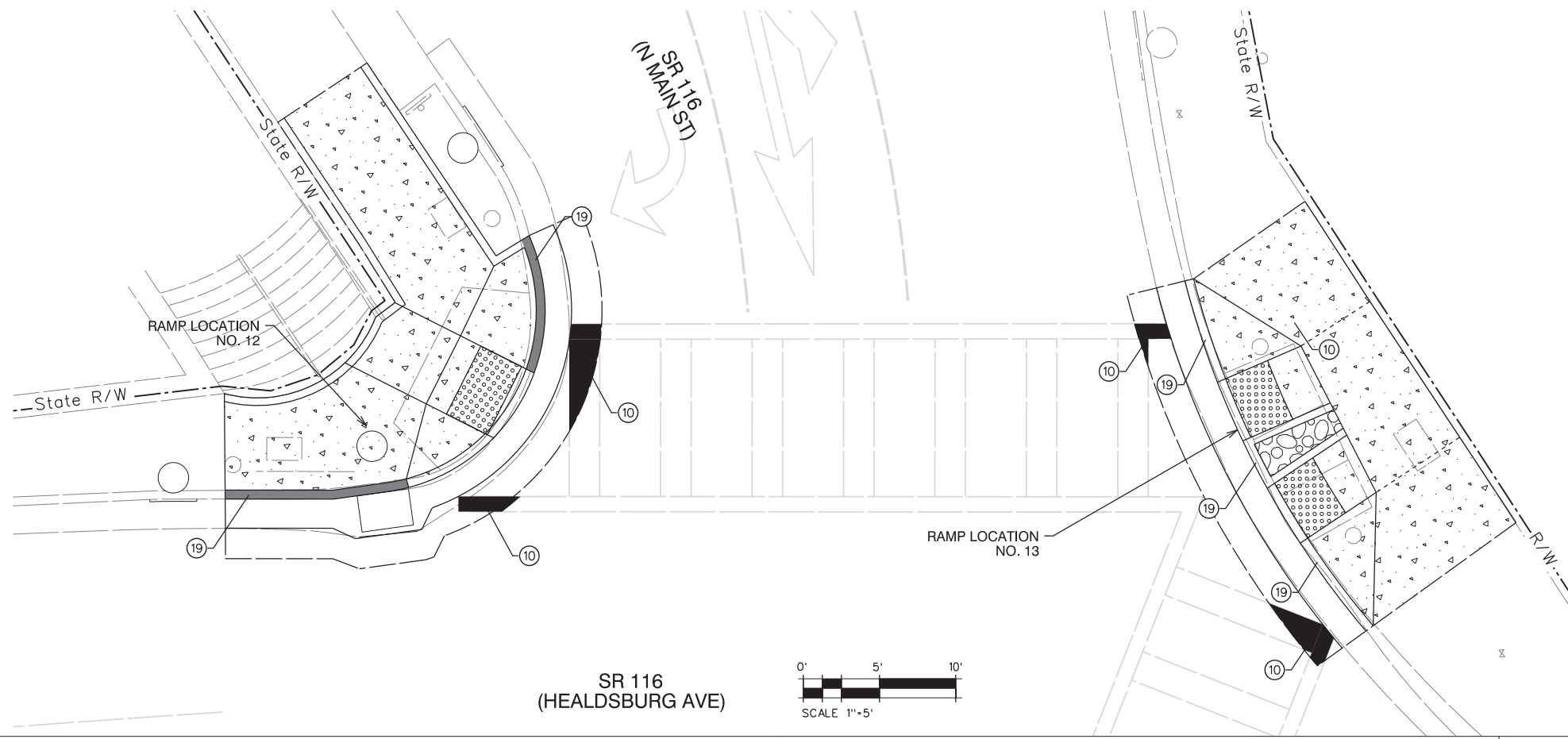
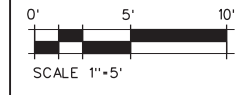
NOT USED 7 & 8

REGISTRATION No. LICENSE Exp. DATE DATE SIGNED  
CONSULTANT DESIGN ENGINEER  
JOHN C. SCROGGS, P.E.

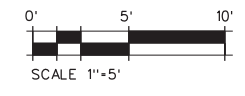
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SEPT 2018 TIME PLOTTED = 2:19:48 PM

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
04	SON	116	25.5/27.1	14	17

Agenda Item Number 6



SR 116  
(HEALDSBURG AVE)



NORTH SIDE OF INTX OF N. MAIN ST. & SR 116

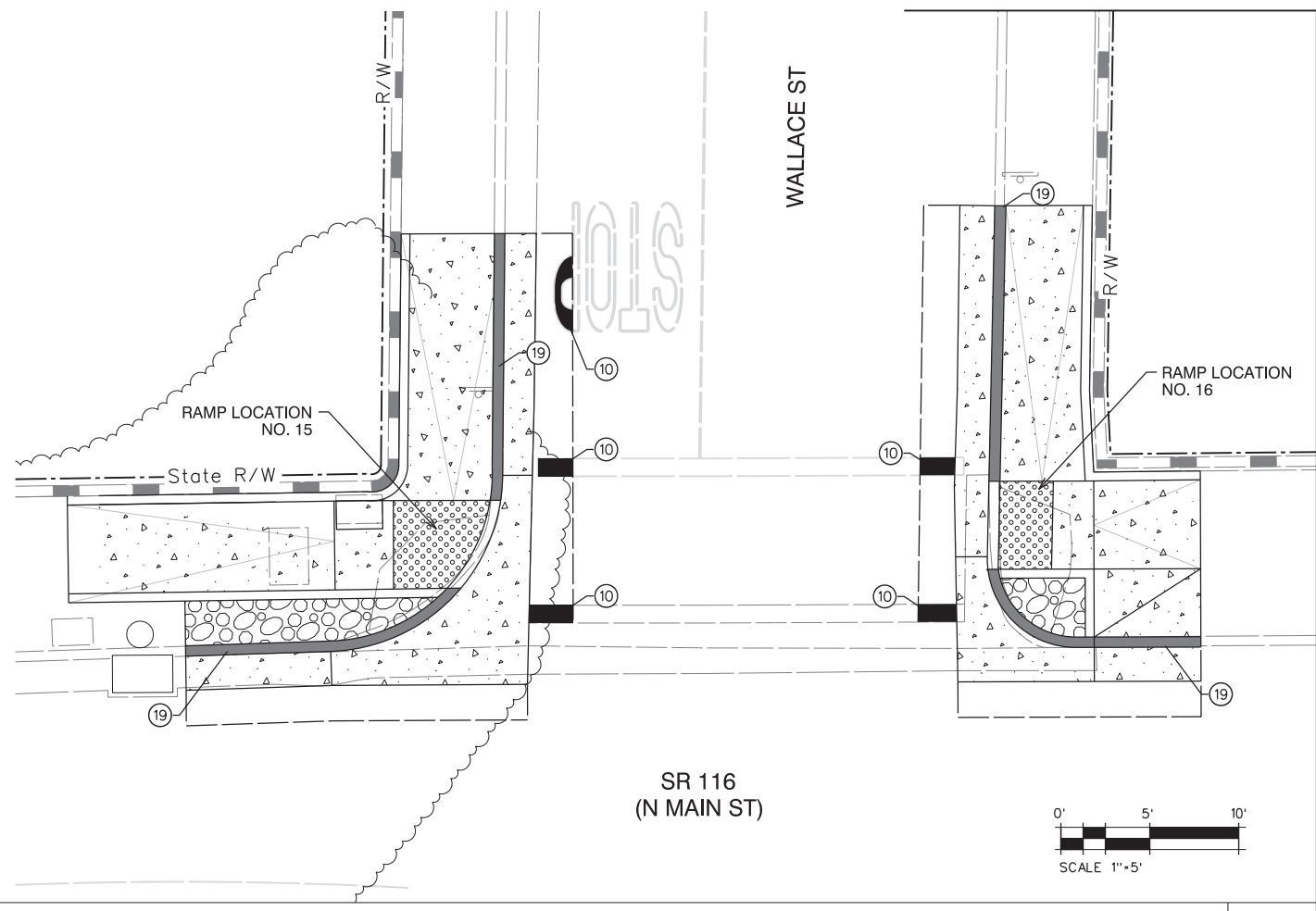
12 & 13

SOUTH SIDE OF INTX OF N. MAIN ST. & SR 116

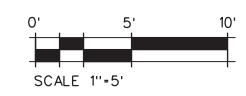
14

**BUBBLE NOTES**

- ⑩ REPLACE PAVEMENT MARKING WITH NEW 12" OR 24" WIDE CROSSWALK STRIPING TO MATCH EXISTING AS REQUIRED
- ⑲ PAINT CURB RED



SR 116  
(N MAIN ST)



EAST SIDE OF INTX OF WALLACE ST. & SR 116

15 & 16

PAVEMENT DELINEATION  
PLAN 3

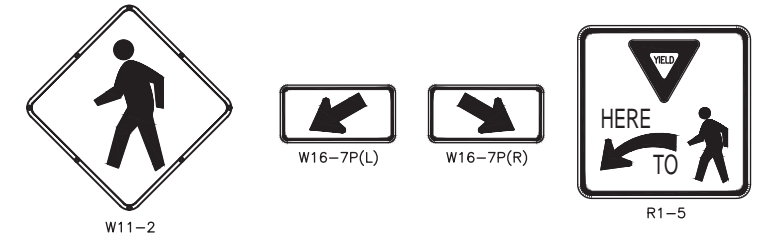
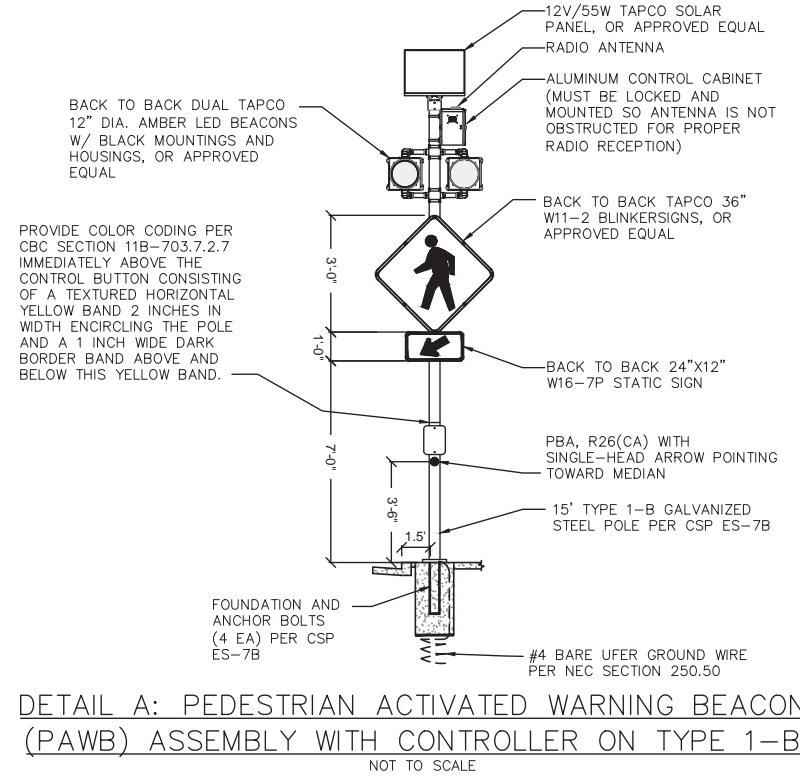
Agenda Item Number 6  
City Council Meeting Packet for November 1, 2022



REGISTRATION NO. LICENSE Exp DATE DATE SIGNED  
CONSULTANT DESIGN ENGINEER  
JOHN C. SCROGGS, P.E.

**GENERAL NOTES: (APPLIES TO SHEETS 15 AND 16)**

- WORK SHOWN ON THIS SHEET IS ACCURATE FOR PEDESTRIAN ACTIVATED WARNING BEACON (PAWB), SIGNING, AND STRIPING WORK ONLY.
- ALL MATERIAL, WORKMANSHIP, AND CONSTRUCTION SHALL CONFORM TO THE CITY OF SEBASTOPOL STREET STANDARDS, THE 2018 CALTRANS STANDARD PLANS (CSP) AND SPECIFICATIONS, AND THE 2014 CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA-MUTCD) LATEST REVISION.
- CONTRACTOR SHALL CALL U.S.A. AT 811 OR 1-800-642-2444 AND HAVE UTILITIES MARKED AT LEAST TWO WORKING DAYS BEFORE BEGINNING ANY WORK.
- CONTRACTOR SHALL AVOID DAMAGING ALL EXISTING FACILITIES, SHOWN OR NOT SHOWN ON THESE PLANS. FACILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE.
- CONTRACTOR SHALL MARK POLE LOCATIONS AND HAVE THEM VERIFIED BY THE CITY ENGINEER PRIOR TO INSTALLATION.
- CONTRACTOR SHALL VERIFY OVERHEAD CLEARANCE WITH UTILITY COMPANIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE ALL EQUIPMENT NECESSARY FOR COMPLETE SOLAR POWERED PAWB OPERATING SYSTEM.
- THE PUSH BUTTON SHALL BE THE AUDIBLE TYPE CONFORMING TO CALTRANS ADA REQUIREMENTS, POLARA BULLDOG MODEL OR APPROVED EQUAL.
- PAWB SHALL BE THE TAPCO BLINKERBEACON OR APPROVED EQUAL. PAWB SYSTEM SHALL OPERATE ON SOLAR POWER WITH BATTERY.
- LIGHTED PEDESTRIAN CROSSING SIGNS SHALL BE THE TAPCO BLINKERSIGN 36"X36" OR APPROVED EQUAL. SYSTEM SHALL OPERATE ON SOLAR POWER WITH BATTERY.
- CONTROLLER SHALL BE TAPCO OR APPROVED EQUAL AND OPERATE ON SOLAR POWER WITH BATTERY.
- ALL PAVEMENT MARKINGS AND STRIPING ARE TO BE THERMOPLASTIC, UNLESS OTHERWISE NOTED ON PLANS.

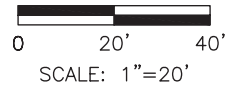


**SIGN LEGEND**

PAWB ASSEMBLY QUANTITIES	
COMPONENT	QUANTITY
ROUND FLASHERS	8
PUSH BUTTON ASSEMBLY	2
CONTROLLER	2
SOLAR PANEL	2
TYPE I-B POLE	2

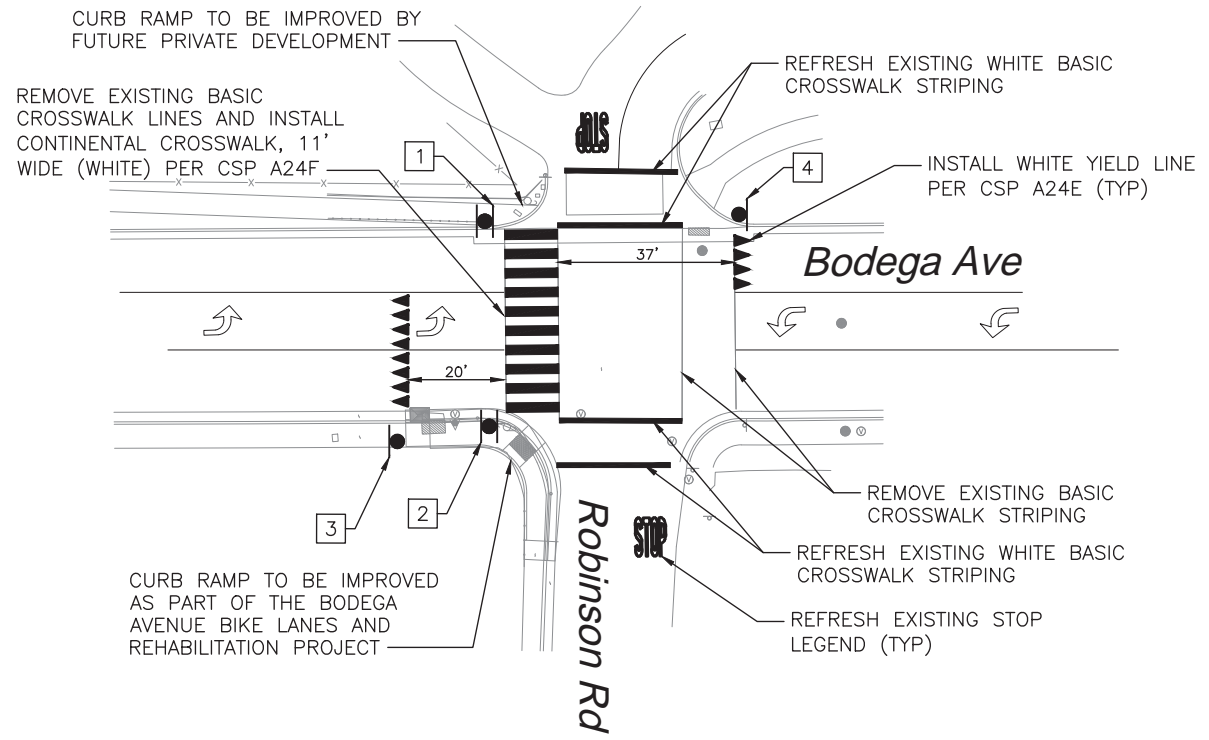
NEW STRIPING QUANTITIES	
DETAIL	QUANTITY
12" WHITE STRIPE	320 LF
WHITE PAVEMENT MARKINGS	90 SF

NEW SIGNING QUANTITIES	
SIGN	QUANTITY
W11-2 (BLINKER)	4
W16-7P(R)	2
W16-7P(L)	2
R1-5	2



**PROJECT NOTES: (THIS SHEET ONLY)**

- INSTALL PAWB ASSEMBLY WITH CONTROLLER, SOLAR PANEL, FLASHING SIGNS, AND BEACONS ON BOTH SIDES OF 15' TALL TYPE 1-B POLE. SEE DETAIL A, THIS SHEET. INSTALL SINGLE PBA ON EAST SIDE OF POLE FACING CROSSWALK. W16-7P ARROWS SHALL POINT TOWARD BODEGA AVENUE CENTERLINE. FACE OF POLE SHALL BE 18" OFF FACE OF CURB. INSTALL 25 FEET OF #4 BARE UFER GROUND WIRE, BOND TO GROUNDING LUG OR ANCHOR BOLT. COIL AGAINST SOIL AT BASE OF FOUNDATION IN 12-INCH (MIN) RADIUS. CONFORM TO NEC SECTION 250.50 REQUIREMENTS.
- REMOVE AND DISPOSE OF EXISTING BEACON AND POLE AND INSTALL PAWB ASSEMBLY WITH CONTROLLER, SOLAR PANEL, FLASHING SIGNS, AND BEACONS ON BOTH SIDES OF 15' TALL TYPE 1-B POLE. SEE DETAIL A, THIS SHEET. INSTALL SINGLE PBA ON EAST SIDE OF POLE FACING CROSSWALK. W16-7P ARROWS SHALL POINT TOWARD BODEGA AVENUE CENTERLINE. FACE OF POLE SHALL BE 18" OFF FACE OF CURB. INSTALL 25 FEET OF #4 BARE UFER GROUND WIRE, BOND TO GROUNDING LUG OR ANCHOR BOLT. COIL AGAINST SOIL AT BASE OF FOUNDATION IN 12-INCH (MIN) RADIUS. CONFORM TO NEC SECTION 250.50 REQUIREMENTS.
- INSTALL R1-5 SIGN ON 2" GALVANIZED IRON PIPE POST. FOUNDATION FOR SIGN POST SHALL BE PER CITY OF SEBASTOPOL STREET STANDARD R-5.2. INSTALL SIGN AT BACK OF SIDEWALK.
- INSTALL R1-5 SIGN ON 2" GALVANIZED IRON PIPE POST. FOUNDATION FOR SIGN POST SHALL BE PER CITY OF SEBASTOPOL STREET STANDARD R-5.2. INSTALL SIGN IN LANDSCAPED AREA.



**LEGEND**

- NEW PAWB DOUBLE-SIDED
- NEW SIGN
- EXISTING STRIPING TO REMAIN
- NEW OR REFRESHED STRIPING
- STRIPING TO BE REMOVED

95% SUBMITTAL  
NOT FOR CONSTRUCTION

UNDERGROUND SERVICE ALERT

**DIGALERT**

DIAL TOLL FREE  
1-800-227-2600  
OR 811  
AT LEAST TWO WORKING DAYS  
BEFORE DIGGING

DESIGNED BY CJN/SMF		DRAWN BY CJN
CHECKED BY SJW		DATE
STEVEN FITZSIMONS, R.C.E. NO. 364354		

**W-Trans**

490 Mendocino Avenue, Suite 201  
Santa Rosa, CA 95401  
(707) 542-9500 Fax (707) 542-9590

Agenda Item Number 6

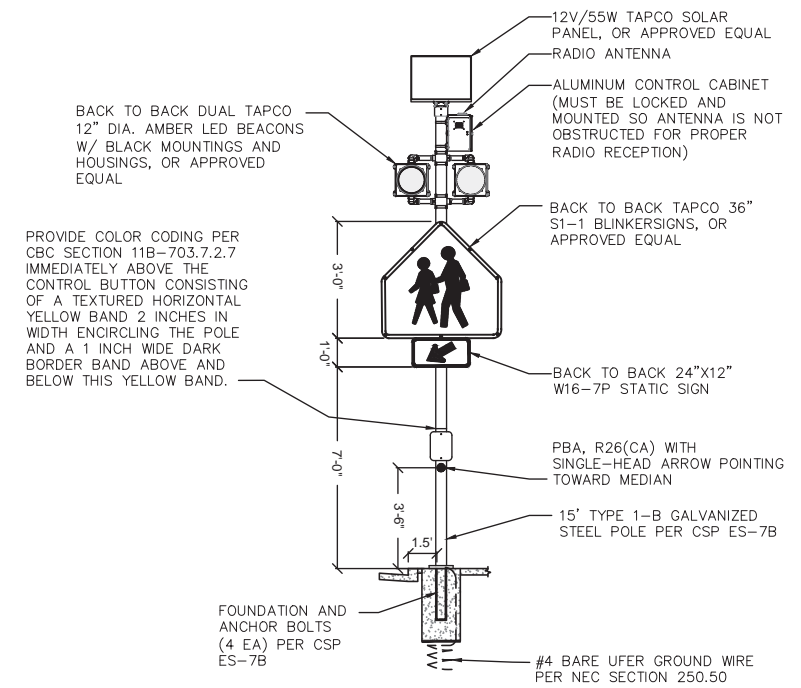


Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	SON	BODEGA	N/A	16	17

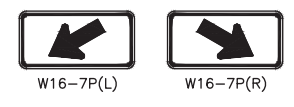
Agenda Item Number 6

**PROJECT NOTES: (THIS SHEET ONLY)**

- 1 INSTALL PAWB ASSEMBLY WITH CONTROLLER, SOLAR PANEL, FLASHING SIGNS, AND BEACONS ON BOTH SIDES OF 15' TALL TYPE 1-B POLE. SEE DETAIL A, THIS SHEET. INSTALL SINGLE PBA ON SIDE OF POLE FACING CROSSWALK. W16-7P ARROWS SHALL POINT TOWARD BODEGA AVENUE CENTERLINE. FACE OF POLE SHALL BE 18" OFF FACE OF CURB. INSTALL 25 FEET OF #4 BARE UFER GROUND WIRE, BOND TO GROUNDING LUG OR ANCHOR BOLT. COIL AGAINST SOIL AT BASE OF FOUNDATION IN 12-INCH (MIN) RADIUS. CONFORM TO NEC SECTION 250.50 REQUIREMENTS.
- 2 INSTALL R1-5 SIGN ON 2" GALVANIZED IRON PIPE POST. FOUNDATION FOR SIGN POST SHALL BE PER CITY OF SEBASTOPOL STREET STANDARD R-5.2.
- 3 RELOCATE EXISTING FLASHING BEACON 130 FEET TO THE EAST. SAWCUT EXISTING SIDEWALK AT NEAREST SCORE LINES AND REPLACE ENTIRE SIDEWALK FLAG. INSTALL NO. 5 PULL BOX AT SAME LOCATION ON TOP OF EXISTING CONDUIT RISER. DISCONNECT CONDUCTORS FROM EXISTING BEACON AND COIL THEM IN THE NEW PULL BOX.
- 4 INSTALL NEW TYPE 1 FOUNDATION. MATCH ANCHOR BOLT DIMENSIONS AND ORIENTATION TO EXISTING INSTALLATION. INSTALL RELOCATED TYPE 1 POLE, SIGN, AND FLASHER.



DETAIL A: PEDESTRIAN ACTIVATED WARNING BEACON (PAWB) ASSEMBLY WITH CONTROLLER ON TYPE 1-B  
NOT TO SCALE

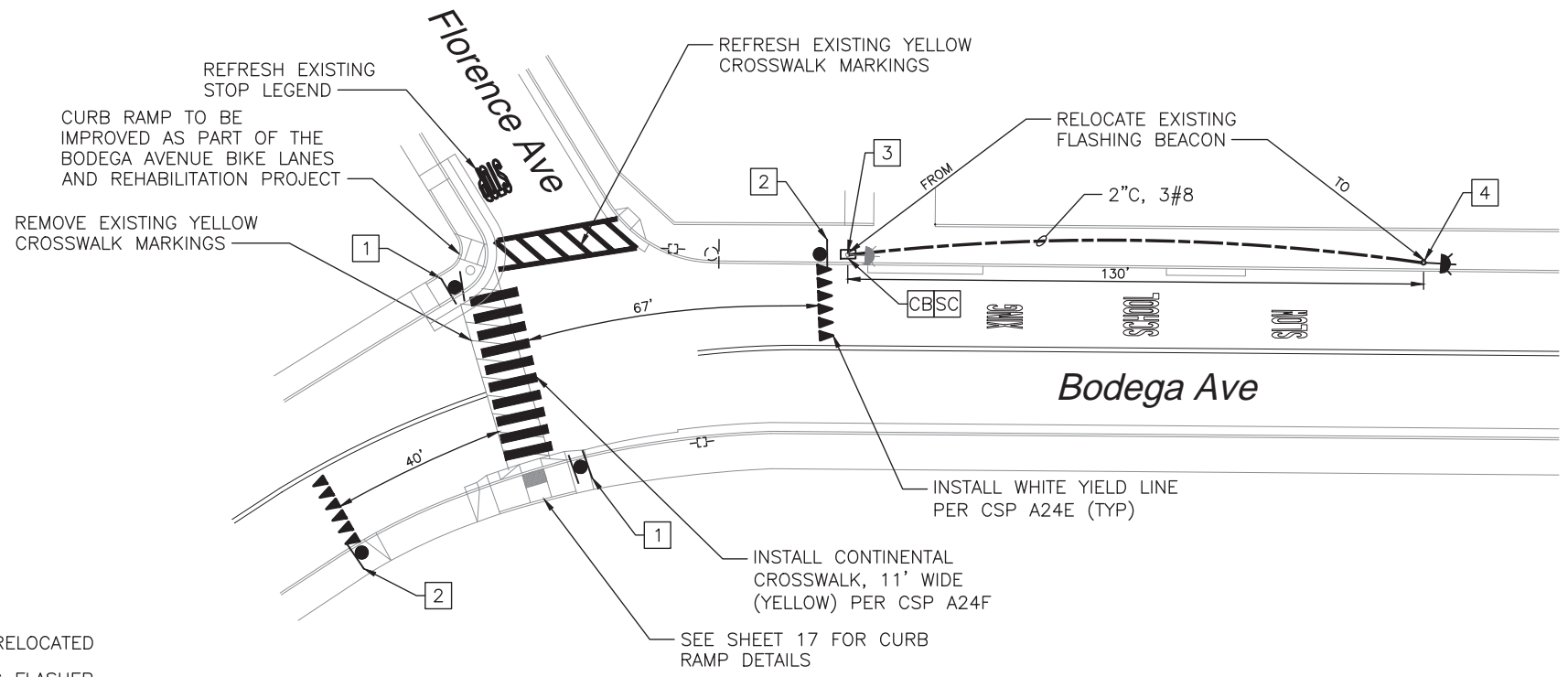


**SIGN LEGEND**

PAWB ASSEMBLY QUANTITIES	
COMPONENT	QUANTITY
ROUND FLASHERS	8
PUSH BUTTON ASSEMBLY	2
CONTROLLER	2
SOLAR PANEL	2
TYPE I-B POLE & FOUNDATION	2

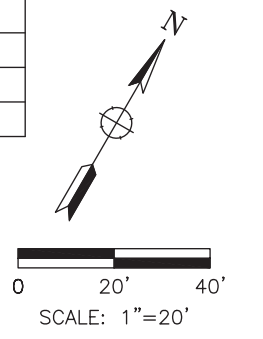
NEW STRIPING QUANTITIES	
DETAIL	QUANTITY
12" YELLOW STRIPE	330 LF
WHITE PAVEMENT MARKINGS	58 SF

NEW SIGNING QUANTITIES	
SIGN	QUANTITY
S1-1 (BLINKER)	4
W16-7P(R)	2
W16-7P(L)	2
R1-5	2



**LEGEND**

- EXISTING FLASHER TO BE RELOCATED
- NEW LOCATION OF EXISTING FLASHER
- EXISTING SIGN TO REMAIN
- NEW PAWB DOUBLE-SIDED
- NEW SIGN
- EXISTING STRIPING TO REMAIN
- NEW OR REFRESHED STRIPING
- STRIPING TO BE REMOVED
- EXISTING UTILITY POLE TO REMAIN



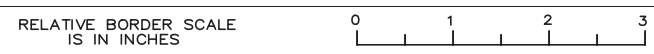
95% SUBMITTAL  
NOT FOR CONSTRUCTION

UNDERGROUND SERVICE ALERT  
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AT LEAST TWO WORKING DAYS  
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DESIGNED BY  
CJN/SMF  
CHECKED BY  
SJW  
DRAWN BY  
CJN  
DATE

STEVEN FITZSIMONS, R.C.E. NO. 364354

**W-Trans**  
490 Mendocino Avenue, Suite 201  
Santa Rosa, CA 95401  
(707) 542-9500 Fax (707) 542-9590



DATE PLOTTED = 6/30/2022  
LAST REVISION JUN 2022

DATE SIGNED  
LICENSE Exp DATE  
REGISTRATION No.  
CONSULTANT DESIGN ENGINEER  
STEVEN FITZSIMONS, P.E.





# CITY OF SEBASTOPOL



NOTICE TO BIDDERS, PROPOSAL, CONTRACT

FOR

CONSTRUCTION OF THE

## **STATE ROUTE 116 & BODEGA AVENUE PEDESTRIAN IMPROVEMENTS**

CONTRACT NO. 2019-01

FEDERAL PROJECT NO. STPL – 5123(018)

BID OPENING DATE:

**[BID DATE]**

CITY OF SEBASTOPOL  
ENGINEERING DIVISION  
714 Johnson Street

SEBASTOPOL, CALIFORNIA 95472  
PHONE: (707) 823-2151

Approved for Release:

A handwritten signature in blue ink, appearing to read "Mario Landeros", is written over a horizontal line.

Mario Landeros, City Engineer

07/29/2022

Date

## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City Engineer of the City of Sebastopol at the Engineering Department Office, 714 Johnson Street, Sebastopol, County of Sonoma, State of California, until the hour of 2:00 p.m., on the [Date] day of [Month, Year] at which time they will be publicly opened and read aloud in the conference room of the Public Works Department, 714 Johnson Street, Sebastopol, California, for:

State Route 116 & Bodega Avenue Pedestrian Improvements

City Contract No. 2019-01

Federal -Aid Project No. STPL – 5123 – (018)

The Work in general consists of replacing installing new ADA-compliant pedestrian ramps along State Route (SR) 116 at the following four intersections: SR 116 / Hurlbut Ave, SR 116 / Cleveland Ave, SR 116 / N. Main St and Sr 116 / Wallace St. and pedestrian safety enhancements along Bodega Avenue at the uncontrolled crossings at Robinson Road and Florence Avenue The Engineer's estimate of cost is \$571,000.

Project plans and specifications may only be obtained through the office of the City Engineer of the City of Sebastopol at (707) 823-2151 and paying a non-refundable fee of \$50.00. Additionally, upon receipt of an additional fee for postage at least one week prior to the bid opening date, project plans and specifications will be shipped to the prospective bidder. For technical questions regarding this project, please email the City Project Engineer, Mario Landeros, at [mario.landeros@ghd.com](mailto:mario.landeros@ghd.com).

In accordance with California Public Contract Code Section 3300, a valid class A California contractor's license is required to bid on the project.

This construction contract is partially funded by the Federal Highway Administration (FHWA). Federal wage rates applicable to the project shall be the rates contained herein Appendix "D" of the Project Specifications. Within ten (10) days before bid opening, these wage rates shall be reviewed and if the applicable rates have changed an addendum to bidders shall be issue. All mechanics and laborers employed or working upon the project site will be paid unconditionally in accordance with the provisions in the Federal requirements listed in Appendix "B" of the Project Specifications.

Bidders are advised that, as required by federal law, the City of Sebastopol has implemented Disadvantaged Business Enterprise requirements for Disadvantaged Business Enterprises (DBE). The requirements for DBE are covered in Appendix "B" of the Project Specifications.

The DBE Contract goal is THREE-percent (3%).

Pursuant to the provisions of Section 1720 et seq. of the Labor Code of California, the Director of Industrial Relations for the State of California has ascertained the current general prevailing rate of wages for employer purposes, in Sonoma County, State of California. Not less than the general prevailing rate of per diem wages for work of a similar character in Sonoma County and not less than the general prevailing rate of per diem wages for holiday work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the project.

In accordance with the California Labor Code Section 1773.2, copies of the applicable determinations of the Director are on file in the City of Sebastopol City Engineer's Office and may be reviewed upon request.

In accordance with California Public Contract Code Section 3400, bidders may propose equals of products listed in the Special Provisions or project plans by manufacturer name, brand, or model number, unless the Special Provisions or plans specify that the product is necessary to match others in use. Complete information for products proposed as equals must be submitted to the City Engineer's Office for review at least seven (7) working days before the time specified for bid opening in accordance with the information for bidders contained in the bid package.

In accordance with California Public Contract Code Section 20170, all bids must be presented under sealed cover and include one of the following forms of bidder's security: cash, cashier's check made payable to the City, certified check made payable to the City, or a bidder's bond. The amount of bidder's security provided must equal at least ten (10) percent of the total of the bid price for the base bid and the additive or deductive items listed in this notice. The successful bidder must submit to the City complete, executed copies of all required documents within ten (10) working days of receiving written notice of award of the project. Bidder's security of any successful bidder that fails to do so will be forfeited to the City. Such required documents include, but are not limited to, a payment or labor and materials bond in an amount of at least 100 percent of the amount payable by the terms of the project contract and that satisfies the requirements of California Civil Code Section 9554, and a performance bond in an amount of at least 100 percent of the amount payable by the terms of the contract. All project bonds must be executed by an admitted surety insurer in accordance with applicable law and acceptable to the City.

In accordance with California Public Contract Code Section 22300, except where prohibited by federal regulations or policies, the successful bidder may, on request and at its expense, substitute securities in lieu of amounts withheld by the City from progress payments to ensure performance under the contract in accordance with the contract documents.

The City of Sebastopol reserves the right to postpone the date and time for the opening of proposals at any time prior to the date and time announced in the advertisement in accordance with applicable law.

The City of Sebastopol reserves the right to reject any and all bids or to waive any defects or irregularity in bidding in accordance with applicable law. In accordance with California Public Contract Code Section 20103.8, if the City elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid price for any additive or deductive items. All bids will remain valid for 90 days after the bid opening. Except as permitted by law and subject to all applicable remedies, including forfeiture of bidder's security, bidders may not withdraw their bid during the 90-day period after the bid opening.

Questions regarding this Notice may be submitted to [Engineering@cityofsebastopol.org](mailto:Engineering@cityofsebastopol.org)

By order of the City Council of the City of Sebastopol, Sonoma County, California.

PUBLISH: [1ST PUBLISH DATE] and [2ND PUBLISH DATE]

/s/ Reyna Ramirez Date [RELEASE DATE]  
Management Analyst

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## **INFORMATION FOR BIDDERS**

### **1. DEFINITIONS**

- 1.1 Bid forms. The bid forms are the forms listed in the Bid Forms Section in the bid package Table of Contents.
- 1.2 Bid package. A complete bid package consists of the following documents: Notice to Bidders, Information for Bidders, Bidder's Check List, Proposal and Schedule of Bid Prices, Bid Bond, Contractor License Information, List of Proposed Subcontractors, Workers Compensation Insurance Certification, Acknowledgement of Indemnity and Insurance Requirements Non-collusion Affidavit, Public Contract Code Section 10285.1, Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement, Debarment and Suspension Certification, Bidder's Signature Page, Contract Document Check List, Contract, Part 1, Performance Bond, Payment and Maintenance Bond, Maintenance Bond, Escrow Agreement, General Provisions, Special Provisions , the Project Plans.
- 1.3 Business day. The City is open for business Monday through Thursday, excluding holidays, from 7:00 a.m. to 5:30 p.m. (Note that the office is closed noon – 12:30 p.m. for lunch.)
- 1.4 Contract documents. All of the documents incorporated into the final Project contract as listed in the contract, as described in the Contract.
- 1.5 Project. The Project is the State Route 116 & Bodega Avenue Pedestrian Improvements as described in the bid package.
- 1.6 Project Plans. The Project Plans are the primarily graphic detailed requirements concerning the Project contained in the bid package.
- 1.7 Special Provisions, Part 3. The Special Provisions provide detailed requirements concerning the Project.

### **2. BIDDER'S REPRESENTATIONS**

Each bidder by submitting a bid represents that:

- 2.1 The bidder has read and understands the bid package and the bid is in accordance with all the requirements of the bid package and applicable law.
- 2.2 Neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7.
- 2.3 The bidder understands that quantities of unit price items may vary from the estimates provided in the Special Provisions.
- 2.4 Representatives of the bidder have visited the Project site and have familiarized themselves with the conditions under which the Project work is to be performed so as to ensure that the Project work may be performed for the amount bid.



- 2.5 The bidder has informed the City in writing no later than five (5) working days prior to the time specified for bid opening of any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site.

### **3. PRE-BID COMMUNICATION AND INTERPRETATION OF THE BID PACKAGE**

- 3.1 Any bidder that discovers any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site, or that has questions or requires clarification concerning the bid package or its intent must inform the City in writing as soon as reasonably possible, but no later than five (5) working days before the date specified for bid opening. Such notice to the City must be sent to the address specified in the Notice to Bidders for questions concerning the bid package. Questions received less than five (5) working days before the time specified for opening bids may not be answered.
- 3.2 Any interpretation, correction or change of the bid package prior to bid opening will be made by addendum signed by an authorized representative of the City and transmitted to all bid package recipients. No other interpretation or information concerning the bid package issued prior to the date specified for opening bids will be binding. All addenda signed by an authorized representative of the City and issued prior to the time and date specified for opening bids will form a part of the contract documents and must be acknowledged on the bid forms. Any changes, exceptions or conditions concerning the Project and/or the bid package submitted by any bidder as part of a bid may render that bid non-responsive.

### **4. PRE-BID ACCESS TO THE PROJECT SITE**

- 4.1 Prior to submitting a bid, it will be the sole responsibility of each bidder to conduct any additional examination, investigation, exploration, test, study or other inquiry and to obtain any additional information pertaining to the physical conditions (including surface, subsurface, and underground utilities) at or near the Project site that may affect the cost, progress, or performance of the Project, and that the bidder deems are necessary to prepare its bid for performance of the Project in accordance with the bid package and contract documents. Bidders seeking any such additional examination or other inquiries or information concerning the Project will do so at the bidder's sole expense.
- 4.2 Bidders seeking to conduct any additional examination or other inquiry at the Project site must request site access from the City at least two (2) working days in advance. The location of any excavation, boring or other invasive testing will be subject to approval on behalf of the City and any other agencies with jurisdiction over such testing. Bidders may not conduct tests at the Project site prior to obtaining City approval. The City may require bidders to execute an access agreement prior to approving testing at the Project site. Once approved testing is complete, Bidders must fill all trenches or holes, restore all pavement to match existing structural section, and otherwise clean up and restore the test site to its pre-test condition.

### **5. BIDDING PROCEDURE**

- 5.1 Bids must be delivered to the City of Sebastopol, 714 Johnson Street, Sebastopol, California 95472, no later than the time and date specified in the Notice to Bidders. Bids



will be opened and read publicly at that time. Bids that are submitted late according to the official time kept by the Management Analyst or a designee will be returned unopened. Telephones for use by bidders are not available at the City offices.

- 5.2 In accordance with California Public Contract Code Section 20170, bids must be presented under sealed cover. Bids must be submitted using the bid forms furnished with the bid package. Bids must include all documents listed in the Bidder's Check List completed in accordance with the bid package. Bids must bear the bidder's legal name and be signed by a representative authorized to bind the bidder. Bids must be typed or written in ink. Corrections may be made if initialed by the individual signing the bid. No oral or telegraphic modifications of bids, including facsimile modifications, will be considered. Bids that are incomplete or that are not presented on the bid forms furnished with the bid package may be deemed non-responsive.
- 5.3 Each bid must give the full business address of the bidder. Bids of partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership, or by an authorized representative, followed by the printed name and title of the person signing. Bids of corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other person authorized to bind the corporation. The name of each person signing must also be typed or printed below the signature. Upon request of the City, bidders will furnish satisfactory evidence of the authority of the person signing the bid. Bids of joint ventures must include a certified copy of the legal agreement constituting the joint venture.
- 5.4 No person, firm, corporation, partnership or legal joint venture may submit more than one bid for the Project. However, a person, firm, corporation, partnership or legal joint venture that has submitted a subcontract proposal to a bidder, or that has quoted prices on materials to a bidder may submit a subcontract proposal, quote prices to other bidders and submit its own bid.
- 5.5 In accordance with California Public Contract Code Section 20170, all bids must include one of the forms of bidder's security specified in the Notice to Bidders in an amount of at least ten (10) per cent of the total of the bid prices for the base bid and those additive or deductive items specifically identified in the Notice to Bidders for the purpose of determining the lowest price bid. Bidders that elect to provide bidder's security in the form of a bid bond must execute a bid bond using the form provided in the bid forms. The bidder's security is tendered as a guarantee that the successful bidder, if issued a notice of award concerning the Project contract, will execute and submit to the City all required bonds, certificates of insurance, completed contract forms and other documents listed in the Contract Check List and enter into a contract with the City within ten (10) working days of receipt of the notice of award. The bidder's security of any successful bidder that fails to do so will be forfeited to the City. All bidders' security not forfeited to the City will be returned once a successful bidder provides all required documents and enters a contract with the City in accordance with all applicable bid package requirements. Forfeiture of the bidder's security to the City will not waive or otherwise limit any other remedy available to the City under applicable law.
- 5.6 In accordance with California Business and Professions Code Section 7028.15, Public Contract Code Section 20103.5, and as specified in the Notice to Bidders, all Project work must be performed by properly licensed contractors and subcontractors with active licenses in good standing as of the date and time specified for bid opening, or, if the

Project involves federal funds, no later than the time the Project contract is awarded. Bidders must verify their Contractor's License number and license expiration date in the proposal under penalty of perjury. Bids that do not satisfy applicable licensing requirements will be considered non-responsive and rejected and may subject the bidder to criminal and/or civil penalties.

- 5.7 Pursuant to Labor Code Section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in Part 7, Chapter 1 of the Labor Code., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.
- 5.8 If the bid forms include a bidder's questionnaire, all bids must include a completed bidder's questionnaire on the forms provided. By submitting a bid, bidders authorize City representatives to verify any and all information provided on the bidder's questionnaire and agree to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers to the full extent permitted by law from and against any claims, liability or causes of action, including, without limitation, legal fees and costs, arising out of verification of the information provided on the bidder's questionnaire, and/or arising out of use of information provided in the bidder's questionnaire to determine, in accordance with applicable law, the qualification of the bidder to perform the Project.
- 5.9 Bids may be withdrawn prior to the time set for bid opening by a written request signed by an authorized representative of the bidder filed with the Management Analyst. The bid security submitted with bids so withdrawn will be returned to the bidder. Bidders that have withdrawn their bid in accordance with this provision may submit a new bid prior to the time set for bid opening in accordance with all applicable bid package requirements. Bids may not be withdrawn during the ninety-day period after the time set for bid opening except as permitted by law pursuant to California Public Contract Code Section 5100 and following. Any other bid withdrawal will result in forfeiture of the bidder's bid security to the City.

## **6. BID PROTESTS**

- 6.1 Any protest of the proposed Project award must be submitted in writing to the City and received at the City, Public Works Office, 714 Johnson Street, Sebastopol, no later than 5:00 PM on the third business day following the date of the bid opening.
- 6.2 The protest must contain a complete statement of the basis for the protest.
- 6.3 The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
- 6.4 The party filing the protest must concurrently transmit a copy of the protest to the proposed awardee.

- 6.5 The party filing the protest must have submitted a bid for the Project. A subcontractor of a party filing a bid for the Project may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder but must timely pursue its own protest.
- 6.6 The procedure and time limits set forth in these Information for Bidders are mandatory and are the bidders' sole and exclusive remedy in the event of a bid protest. Any bidder's failure to fully comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
- 6.7 The City will review all timely protests prior to award of the contract. The City will not be required to hold an administrative hearing to consider any protests, but may do so at its option. At the time of the City Council's consideration of the award, the City Council will also consider the merits of any timely protests. The City Council may either reject the protest and award to the lowest responsible bidder or accept the protest and award the bid to the next lowest responsible bidder. Nothing in this section will be construed as a waiver of the City Council's right to reject all bids.

## **7. AWARD**

- 7.1 In accordance with applicable law, the City reserves the right to reject any or all bids and to waive any informality in any bid. The City reserves the right to accept any portion of any bid, unless the bid package expressly provides that the award will be made as a whole. If the City elects to award a contract for performance of the Project, the contract will be awarded in accordance with California UPCCAA under the Public Contract Code Section 22000, et. seq. and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid and the additive or deductive alternate items listed in the Notice to Bidders. In accordance with the contract documents and applicable law, the City may add or deduct items of work from the Project after the lowest responsible bidder is determined.
- 7.2 The successful bidder must submit to the City complete, executed copies of all documents specified in the Contract Checklist within ten (10) working days of receiving written notice of award of the Project. Bidder's security of any successful bidder that fails to do so will be forfeited to the City.
- 7.3 The successful bidder and any subcontractors and others engaged in performance of the Project must have valid local business license(s), as applicable, before commencing work on the Project.
- 7.4 Upon verifying that the successful bidder has provided complete, executed copies of all documents specified in the Contract Checklist an authorized City representative will execute the Project contract, and the City will issue to the successful bidder a notice to proceed specifying the Project commencement date. The number of days within which the Project must be complete begins to run on the Project commencement date.

## **8. PRICING**

- 8.1 If an inconsistency exists between the amount listed for a unit price in a bid and the total listed for that bid item (e.g., if the total listed for a bid item does not equal the unit price

listed in the bid multiplied by the quantity listed), subject to applicable law, the unit price will be deemed to accurately reflect the bidder's intent concerning the bid item and the intended total for the bid item will be deemed to be the unit price as listed in the bid multiplied by the quantity listed.

- 8.2 If the Project bid price is a lump sum total made up of smaller individual bid item prices and an inconsistency exists between the lump sum total bid price and any individual bid item price, subject to applicable law, the individual bid item prices as listed in the bid will be deemed to accurately reflect the bidder's intended bid for the Project and the intended lump sum total bid for the Project will be deemed to be the sum of the individual bid item prices as listed in the bid, even if that sum is different from the amount actually listed as the lump sum total bid for the Project.
- 8.3 Any federal, state, or local tax payable on articles to be furnished for the Project will be included in the lump sum total bid price and paid by the Contractor under the contract. The City is exempt from federal excise tax and will provide a certificate of exemption to the successful bidder upon request.

## **9. QUANTITIES**

- 9.1 Quantities, including but not limited to, material or labor quantities, that are provided in the bid package concerning the Project are estimates only and are provided solely as a general indication of the Project scope. The City does not warrant that such quantity estimates provided in the bid package represent the actual quantities required to perform the Project in accordance with the contract documents. Such quantity estimates do not bind the City, and bidders should not rely on them in preparing their bids. Each bidder is solely responsible for determining the quantities on which to base their bids in light of information contained in the bid package, bidder investigation and analysis of the Project and the Project site, and any other analysis or expertise of the bidder concerning the Project.
- 9.2 The City may amend, decrease or increase the Project work in accordance with the bid package and the contract documents. If the City amends, decreases or increases the Project work prior to award of the Project each bidder will be solely responsible for determining the revised quantities, if any, on which to base their bid in light of information contained in the bid package and any amendments or addenda to the bid package, bidder investigation and analysis of the Project as amended, decreased or increased, the Project site, and any other analysis or expertise of the bidder concerning the Project.

## **10. SUBSTITUTION OF "OR EQUAL" ITEMS**

- 10.1 In accordance with California Public Contract Code Section 3400, where the Special Provisions or Project Plans list products by manufacturer's name, brand or model number such information indicates the quality and utility of the items desired and does not restrict bidders to that manufacturer's name, brand or model number, unless the Special Provisions or Project Plans specify that the listed product is necessary to match others in use on a particular public improvement either completed or in the course of completion. Except where the Special Provisions indicate that a particular brand product is necessary to match others in use, when a manufacturer's name, brand or model number is listed, it will be construed to be followed by the words "or equal" whether or not those words in fact follow the manufacturer's name, brand name or model number listed in the Special Provisions or Project Plans. Unless the Special Provisions or Project

Plans indicate that a particular brand product is necessary to match others in use, bidders may propose equals of products listed by manufacturer name, brand name or model number.

- 10.2 Complete information for products proposed as equals must be submitted to the City for review at least seven (7) working days before the time specified for opening bids. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the City to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. Proposals concerning products proposed as equals that are submitted less than seven (7) days before the time specified for opening bids will not be considered. Failure to bid products specified by manufacturer name, brand name or model number where the Special Provisions or Project Plans specify that a particular product is necessary to match others in use, or where no proposal concerning products proposed as equals has been submitted in accordance with this provision may render a bid non-responsive.

## **11. SUBCONTRACTING**

- 11.1 Bids must be in accordance with the requirements of the Subletting and Subcontracting Fair Practices, Act, California Public Contract Code Section 4100 and following. Bids must include a completed list of proposed subcontractors on the form included in the bid package. In accordance with California Public Contract Code Section 4104, completed lists of proposed subcontractors must include the name, business location, the portion (type or trade), and dollar amount of the Project work to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price. If the Project work includes construction of streets or highways, the completed list of proposed subcontractors must include the subcontractor name, business location, type of work and dollar amount to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price, or ten thousand dollars (\$10,000), whichever is greater.
- 11.2 In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent of the total Project bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, bidders certify by submitting their bids that they are qualified to perform that portion of the Project work and that they will perform that portion of the Project work with their own forces. Bidders may not substitute another subcontractor for a subcontractor listed in their bid except as permitted by the City in accordance with Section 4107 and following of the California Public Contract Code.
- 11.3 The Contractor must perform with his or her own organization a value of work amounting to not less than 50% of the contract amount in accordance with the Contract.
- 11.4 Subcontractors must meet all applicable indemnification and insurance requirements as detailed in the Acknowledgement of Indemnity and Insurance Requirement.



## **12. ASSIGNMENT**

- 12.1 Bidders may not assign, sublet, sell, transfer, or otherwise dispose of their bid or any right, title or interest in their bid, or their obligations under their bid, without the written consent of an authorized representative of the City. Any purported assignment, subletting, sale, transfer or other disposition of a bid or any interest in a bid, or of any obligations under a bid without such written consent will be void and of no effect.

## **13. BONDS**

- 13.1 The successful bidder must submit to the City a performance bond within ten working days of receiving written notice of award. If the Project involves expenditures in excess of twenty-five thousand dollars (\$25,000), the successful bidder must submit to the City a payment or labor and materials bond within 10 days of the date of mailing of the notice of award. Prior to issuance of the final Project payment, the successful bidder must submit a warranty or maintenance bond. All bonds must be executed by corporate sureties who are admitted surety insurers in the State of California in accordance with applicable law and acceptable to the City. Individual sureties will not be accepted. All Project bonds must be executed using the forms provided in the bid package.
- 13.2 In accordance with California Civil Code Section 9554, the payment or labor and materials bond must be in the amount of one hundred percent of the total amount payable by the terms of the Project contract and guarantee payment to persons listed in California Civil Code Section 9100(a) for work performed and for charges for materials, supplies, and equipment provided under the Project contract (including amounts due under or subject to the Unemployment Insurance Code) in accordance with the requirements of California Civil Code Section 9554.
- 13.3 The performance bond must be in the amount of one hundred percent of the amount payable by the terms of the Project contract to guarantee the faithful performance of the Project work.
- 13.4 The warranty or maintenance bond must be in the amount of ten percent of the final Project contract amount and guaranty the Project work against defects in materials, equipment, workmanship, or needed repair for one year from the City's acceptance of the Project work. A warranty or maintenance bond that meets these requirements must be submitted to the City prior to issuance of final Project payment.

## **14. LABOR LAWS**

- 14.1 Bidders must comply with applicable provisions of the California Labor Code.
- 14.2 In accordance with California Labor Code Section 1861, bids must include a workers compensation insurance certification on the form included in the bid package.
- 14.3 In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Project is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Project.

- 14.4 In accordance with California Labor Code Part 7, Chapter 1m Article 2, Sections 1770, 1773, and 1173.2 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for work in the locality in which the Project is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Project is to be performed for each craft, classification or type of worker needed to perform the Project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City offices and will be made available on request. The Contractor can also download this information from the website: <http://www.dir.ca.gov/dlsr/PWD/>.
- 14.5 In accordance with California Labor Code Section 1777.1, contractors and subcontractors that are found guilty of willfully violating Chapter 1 of Part 7 of Division 2 of the Labor Code (except for Section 1777.5), or that are found guilty of such violations with intent to defraud, and entities in which such contractors or subcontractors have any interest, may be ineligible to bid on, be awarded, or perform Project work as a subcontractor.
- 14.6 Pursuant to, Labor Code Section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Part 7, Chapter 1 of the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

## **BIDDER'S CHECK LIST**

Did You:

- \_\_\_\_\_ Submit equal product proposals, if any, in accordance with the information for bidders included in the bid package at least 7 days before the time specified for bid opening?
- \_\_\_\_\_ Include with your bid properly completed, accurate copies of the following documents in the following order using the forms included in the bid package:
  - \_\_\_\_\_ Bidder's check list
  - \_\_\_\_\_ Proposal and Schedule of Bid Prices that state the bid as intended
  - \_\_\_\_\_ Copies of each Addendum issued signed and dated on behalf of the bidder
  - \_\_\_\_\_ Executed Bid Bond
  - \_\_\_\_\_ Contractor License Information
  - \_\_\_\_\_ List of Proposed Subcontractors
  - \_\_\_\_\_ Equal Employment Opportunity Certification
  - \_\_\_\_\_ Signed Title 23 USC Section 112 and Public Contract Code 7106 Non-Collusion Affidavit
  - \_\_\_\_\_ Signed Workers compensation insurance & Public Contract Code 6109 Debarment certification
  - \_\_\_\_\_ Signed Acknowledgment of Indemnity and Insurance Requirements
  - \_\_\_\_\_ Signed Title 49 CFR Part 29 Debarment and Suspension Certifications
  - \_\_\_\_\_ Non-Lobbying Certification for Federal-Aid Contracts
  - \_\_\_\_\_ Title 31 USC Section 1352 Disclosure of Lobbying Activities
  - \_\_\_\_\_ Public Contract Code Section 10285.1 Statement
  - \_\_\_\_\_ Public Contract Code Section 10162 Questionnaire
  - \_\_\_\_\_ Public Contract Section 10232 Statement
  - \_\_\_\_\_ Executed Bidder's Signature Page
- \_\_\_\_\_ Arrange to have the sealed bid delivered to the City of Sebastopol offices at 714 Johnson Street, Sebastopol, California, 95472 on or before 2:00 p.m. on the Bid Date specified in the Notice to Bidders, or as amended by Addendum.



**PROPOSAL**

For: Construction of State Route 116 & Bodega Avenue Pedestrian Improvements

For the City of Sebastopol, Sonoma County, California.

TO THE HONORABLE CITY COUNCIL  
OF THE CITY OF SEBASTOPOL

The undersigned, as bidder, declares that he/she has carefully examined the work, the annexed proposed form of contract, and agrees that if this Proposal is accepted that he/she will contract with the City of Sebastopol, under the form of contract annexed of hereto, to provide all the necessary tools, apparatus, and other means of accomplishing the work as specified in the contract in the manner and time herein prescribed, and in accordance with the requirements of the Engineer as therein set forth, and he/she will take in full payment therefore the following prices for the work to be done completely performed to the satisfaction of the City of Sebastopol, to-wit:

**SCHEDULE OF BID PRICES**

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost (in figures)	Total Cost (in figures)
1	Traffic Control	1	LS		
2	Water Pollution and Erosion Control	1	LS		
3	Construction Area Signs	1	LS		
4	Mobilization, Bonds and Insurance	1	LS		
5	Remove Existing PCC Vertical Curb & Gutter	392	LF		
6	Remove Existing PCC Sidewalk & Access Ramps	2740	SF		
7	Construct Type A2-6 PCC Curb and Gutter	402	LF		
8	Construct PCC Sidewalks & Access Ramps	2767	SF		
9	Remove and Replace Existing Pavement with 6.6"AC Over 23.4" of AB	1274	SF		
10	Furnish and Install Detectable Warning Surfaces	16	EA		
11	Furnish and Install 12" Wide Crosswalk/Stop Bar	230	LF		
12	Adjust Traffic Signal Box/Detector/Signal Equipment/ to Grade	14	EA		
13	Protect Existing Traffic Signal, Re-Grout Base	9	EA		
14	Paint Curb (Red)	265	LF		
15	Construct Grouted Cobble Hardscape	247	SF		
16	Remove and Replace Street Name Sign	2	EA		
17	Furnish and Install CALTRANS Type GO DI	1	EA		
18	Furnish and Install 15" HDPE Storm Drain Pipe	22	LF		
19	Remove and Replace R1-1 Stop Sign	1	EA		
20	Remove Caltrans Striping Type 39 & 32	55	LF		
21	Caltrans Type 39 Stripe	68	LF		

**Agenda Item Number 6**

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost (in figures)	Total Cost (in figures)
22	Caltrans Type 32 Stripe	55	LF		
23	Construct 6" Wide PCC Vertical Retaining Curb	156	LF		
24	Paint Curb White w/2-way Reflectors	15	LF		
25	Adjust Water Service Meter Box Cover to Grade	1	EA		
26	Remove and Replace Sign	1	EA		
27	Construct 6" Wide PCC Vertical Curb	20	LF		
28	Cross Walk Signs (W11-2) with posts	3	EA		
29	Remove and Relocated Pedestrian Barricade	1	EA		
30	Adjust Storm Drain Manhole Cover to Grade	1	EA		
31	Remove Existing PCC Cross Gutter	30	SF		
32	Construct PCC Cross Gutter	30	SF		
33	Replace Deteriorated Pavement with 4"AC Over 6" of AB	220	SF		
34	Grind Existing Striping/Markings	1	LS		
35	Remove Existing Beacon	1	LS		
36	Furnish and Install 12" White Stripe	320	LF		
37	Furnish and Install White Pavement Markings	150	SF		
38	Furnish and Install R1-5 Sign on South Side and Replace Sidewalk	1	EA		
39	Furnish and Install R1-5 Sign on North Side	1	EA		
40	Furnish and Install PAWB Assembly (Pole, Foundation, Controller, Solar Panel, Flashing Beacons, Lighted Signs, PBA, etc.)	4	EA		
41	Relocate Fire House Flasher	1	LS		
42	Furnish and Install 12" Yellow Stripe	330	LF		
43	Furnish and Install R1-5 Sign and Replace Sidewalk	2	EA		

Total Base Bid \$ \_\_\_\_\_

Written in words \_\_\_\_\_

Within 10 days of the date of mailing of the notice of award, the undersigned agrees to enter into and execute and provide to the City the necessary contract with the necessary bonds and other required documents, and in case of default in executing the necessary contract within the time fixed by the Information for Bidders, the bidder's security accompanying this bid will become the property of and be forfeited to the City of Sebastopol.

Prime Contractor \_\_\_\_\_

License # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name of person submitting bid: \_\_\_\_\_ Email: \_\_\_\_\_

The Contractor's license number and expiration date are herein stated under penalty of perjury.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**CORPORATION**

(Corporate Seal)

**Corporate signature**

\_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

President's signature \_\_\_\_\_

Secretary's signature \_\_\_\_\_

Corporation organized under the laws of the State of \_\_\_\_\_

**PARTNERSHIP**

**Partnership Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Names of Co-Partners and Addresses: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SOLE PROPRIETORSHIP**

**Names of Individuals and Addresses:** \_\_\_\_\_

\_\_\_\_\_

*NOTE: Sign in proper space above.*

**BID BOND**

*(NOTE: Bidders must use this form. Use of any other bond form may render a bid non-responsive)*

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the CITY OF SEBASTOPOL, as owner in the penal sum of \$ \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of, \_\_\_\_\_ 20.

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF SEBASTOPOL a certain Bid, attached hereto and hereby made a part hereof to enter in a contract in writing for the

**State Route 116 & Bodega Avenue Pedestrian Improvements  
Contract 2019-01**

NOW, THEREFORE,

- a) If said Bid shall be rejected, or in the alternate,
- b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, in no event, exceed the penal amount of this obligation as herein stated. The Surety for value received, hereby stipulated and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

SEAL

BY: \_\_\_\_\_

*(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)*

**CONTRACTOR LICENSE INFORMATION**

The bidder acknowledges that the license required for performance of the State Route 116 & Bodega Avenue Pedestrian Improvements Project is a Class A.

The bidder holds the following California Contractors License(s):

1. License No. \_\_\_\_\_, Class \_\_\_\_\_, Expiration Date \_\_\_\_\_
2. License No. \_\_\_\_\_, Class \_\_\_\_\_, Expiration Date \_\_\_\_\_
3. License No. \_\_\_\_\_, Class \_\_\_\_\_, Expiration Date \_\_\_\_\_
4. License No. \_\_\_\_\_, Class \_\_\_\_\_, Expiration Date \_\_\_\_\_
5. License No. \_\_\_\_\_, Class \_\_\_\_\_, Expiration Date \_\_\_\_\_
6. License No. \_\_\_\_\_, Class \_\_\_\_\_, Expiration Date \_\_\_\_\_
7. License No. \_\_\_\_\_, Class \_\_\_\_\_, Expiration Date \_\_\_\_\_
8. License No. \_\_\_\_\_, Class \_\_\_\_\_, Expiration Date \_\_\_\_\_
9. License No. \_\_\_\_\_, Class \_\_\_\_\_, Expiration Date \_\_\_\_\_
10. License No. \_\_\_\_\_, Class \_\_\_\_\_, Expiration Date \_\_\_\_\_

Bidder's Taxpayer Identification No. \_\_\_\_\_

Public Works Contractor DIR Registration # \_\_\_\_\_

**LIST OF PROPOSED SUBCONTRACTORS**

In accordance with the requirements of the Subletting and Subcontracting Fair Practices, Act, California Public Contract Code Section 4100 and following, listed below are the name, business location, and the portion (type or trade) of the Project work to be subcontracted to each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total bid price. If the Project work includes construction of streets or highways, listed below are the name, business location, and the portion (type or trade) of the Project work to be subcontracted to each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price, or ten thousand dollars, whichever is greater. Also listed below are the proposed subcontract dollar amount and current California Contractor's License Number(s) for each proposed subcontractor. Bids that fail to include complete proposed subcontractor information in accordance with this form and Public Contract Code Section 4100 and following may be deemed non-responsive.

In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent (0.5%) of the total bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, the bidder certifies by submission of its bid that the bidder is qualified to perform that portion of the Project work and that the bidder will perform that portion of the Project work with its own forces. The penalties listed in California Public Contract Code Section 4111 will apply to any substitution of another subcontractor for a subcontractor listed below except as permitted by the City in accordance with Section 4107 and following of the California Public Contract Code.

The Contractor must perform with his or her own organization, a value of work amounting to not less than fifty percent (50%) of the contract amount, except that the bid amount for "Specialty Items" so designated in any Special Provisions if included may be eliminated from the contract amount and not considered as sub-contracted for the purposes of calculating the value of work to be performed by the Contractor. For the purposes of determining the value of work to be performed by the Contractor pursuant to this provision, materials, equipment, incidentals, etc., shall be considered to have been purchased by the contractor or subcontractor that is to install them. Where a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated cost of such portion of the subcontracted item, as determined from information submitted by the Contractor, subject to approval by the Engineer.

1. Subcontractor Name \_\_\_\_\_  
 Business Location \_\_\_\_\_  
 Trade \_\_\_\_\_  
 Subcontract Amount \_\_\_\_\_  
 Current Contractor's License No.(s) \_\_\_\_\_  
 Public Works Contractor DIR Registration # \_\_\_\_\_
2. Subcontractor Name \_\_\_\_\_  
 Business Location \_\_\_\_\_  
 Trade \_\_\_\_\_  
 Subcontract Amount \_\_\_\_\_  
 Current Contractor's License No.(s) \_\_\_\_\_

Public Works Contractor DIR Registration # \_\_\_\_\_

3. Subcontractor Name \_\_\_\_\_

Business Location \_\_\_\_\_

Trade \_\_\_\_\_

Subcontract Amount \_\_\_\_\_

Current Contractor's License No.(s) \_\_\_\_\_

Public Works Contractor DIR Registration # \_\_\_\_\_

4. Subcontractor Name \_\_\_\_\_

Business Location \_\_\_\_\_

Trade \_\_\_\_\_

Subcontract Amount \_\_\_\_\_

Current Contractor's License No.(s) \_\_\_\_\_

Public Works Contractor DIR Registration # \_\_\_\_\_

5. Subcontractor Name \_\_\_\_\_

Business Location \_\_\_\_\_

Trade \_\_\_\_\_

Subcontract Amount \_\_\_\_\_

Current Contractor's License No.(s) \_\_\_\_\_

Public Works Contractor DIR Registration # \_\_\_\_\_

6. Subcontractor Name \_\_\_\_\_

Business Location \_\_\_\_\_

Trade \_\_\_\_\_

Subcontract Amount \_\_\_\_\_

Current Contractor's License No.(s) \_\_\_\_\_

Public Works Contractor DIR Registration # \_\_\_\_\_

7. Subcontractor Name \_\_\_\_\_

Business Location \_\_\_\_\_

Trade \_\_\_\_\_

Subcontract Amount \_\_\_\_\_

Current Contractor's License No.(s) \_\_\_\_\_

Public Works Contractor DIR Registration # \_\_\_\_\_

8. Subcontractor Name \_\_\_\_\_

Business Location \_\_\_\_\_

Trade \_\_\_\_\_

Subcontract Amount \_\_\_\_\_

Current Contractor's License No.(s) \_\_\_\_\_



Public Works Contractor DIR Registration # \_\_\_\_\_

9. Subcontractor Name \_\_\_\_\_

Business Location \_\_\_\_\_

Trade \_\_\_\_\_

Subcontract Amount \_\_\_\_\_

Current Contractor's License No.(s) \_\_\_\_\_

Public Works Contractor DIR Registration # \_\_\_\_\_

10. Subcontractor Name \_\_\_\_\_

Business Location \_\_\_\_\_

Trade \_\_\_\_\_

Subcontract Amount \_\_\_\_\_

Current Contractor's License No.(s) \_\_\_\_\_

Public Works Contractor DIR Registration # \_\_\_\_\_

DRAFT

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder \_\_\_\_\_,  
proposed subcontractor(s) \_\_\_\_\_, hereby  
certifies that they have \_\_\_\_\_, have 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, they have filed with the Joint Reporting Committee, the Director of the Office of Federal  
Contract Compliance, a Federal Government contracting or administering agency, or the President's  
Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

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

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

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**NON-COLLUSION AFFIDAVIT**

**TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID**

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

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, 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 not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_.

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

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial  <input type="checkbox"/> b. material change</p> <p style="text-align: right;"><b>For Material Change Only:</b>  year _____ quarter _____  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee  Tier _____, if known</p> <p style="text-align: center;">Congressional District, if known</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p style="text-align: center;">Congressional District, if known</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p style="text-align: right;">CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. a. Name and Address of Lobby Entity</b>  (If individual, last name, first name, MI)</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a)  (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p><b>11. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other, specify _____</p>	
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____  value _____</p>		
<p><b>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:</b></p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p><b>15. Continuation Sheet(s) attached:    Yes <input type="checkbox"/>    No <input type="checkbox"/></b></p>		
<p><b>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.</b></p>		
		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Authorized for Local Reproduction  Standard Form - LLL</p>		

**Federal Use Only:**

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

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

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

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

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

**WORKERS COMPENSATION INSURANCE CERTIFICATION**

By submitting its bid, the bidder certifies as follows:

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

**DEBARMENT CERTIFICATION**

By submitting its bid, the bidder certifies in accordance with California Public Contract Code Section 6109 that neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109, contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded, or perform as a subcontractor on public works projects.

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

\_\_\_\_\_  
Printed Name

## **ACKNOWLEDGMENT OF INDEMNITY AND INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. Surety Bonds. Contractor shall provide the following Surety Bonds:
  1. Bid bond
  2. Performance bond
  3. Payment bond
  4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year, a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.
6. Professional Liability (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.
7. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation,



8. the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.  
If the contractor maintains broader coverage and/or higher limits than the minimums shown above for all policies, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City of Sebastopol. At the option of the City of Sebastopol, either: the contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City of Sebastopol, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City of Sebastopol guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

### **Other Insurance Provisions:**

### **Additional Insured**

The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

### **Primary Insurance**

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

### **Notice of Cancellation**

Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance.

### **Builder's Risk (Course of Construction) Insurance**

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City of Sebastopol as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City of Sebastopol, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City of Sebastopol's site.

**Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City of Sebastopol.

**Waiver of Subrogation**

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents and subcontractors.

**Verification of Coverage**

Contractor shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

**Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

**Special Risks or Circumstances**

The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

**I have read, understand, and agree to comply with the Indemnity and Insurance requirements supplied with this notice to bidders.**

---

Signature of Bidder

---

Printed Name

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

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

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past 3 years;
3. Does not have a proposed debarment pending; and,
4. 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:

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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.

---

Signature of Bidder

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Printed Name

**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.

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats, 1986), the bidder hereby declares under penalty of perjury under the laws of the State of California, that the bidder has \_\_\_ , has not \_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal.

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

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

\_\_\_\_\_  
Printed Name

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is "Yes", explain the circumstances in the following space.

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

\_\_\_\_\_  
Printed Name

**PUBLIC CONTRACT SECTION 10232 STATEMENT**

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

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

\_\_\_\_\_  
Printed Name

DRAFT



**BIDDER'S SIGNATURE PAGE**

By signing this proposal the bidder certifies, under penalty of perjury under the laws of the State of California, that the information submitted with this proposal for the State Route 116 & Bodega Avenue Pedestrian Improvements Project ("Project"), which information includes, but is not limited to, the Bidder's Check List, Proposal and Schedule of Bid Prices, Bid Bond, Contractor License Information, List of Subcontractors, Workers Compensation Insurance Certification, Non-collusion Affidavit, Debarment Certification, Debarment and Suspension Certification, Public Contract Code Section 10285.1 Statement, Public Contract Code Section 10162 Questionnaire, and Public Contract Code Section 10232 Statement, is accurate, true and correct, and is submitted in accordance with the requirements of the bid package issued by the City of Sebastopol concerning the Project and applicable law. By signing this proposal, the bidder representative specified below certifies that he or she is legally authorized to bind the bidder.

The bidder agrees to deliver and to complete the Project within **[# days] working days** from the date of issuance, by the Engineer, of instructions to proceed with the Project, and within 10 days of the date of mailing of the notice concerning the award, to enter into and execute and provide to the City the Project contract, bonds and all other documents specified in the Contract Check List included in the bid package, and in case of default in executing the Project contract within the time fixed by the Information for Bidders, the bidder's security accompanying this bid shall become the property of and be forfeited to the City of Sebastopol.

Prime Contractor

\_\_\_\_\_

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(Corporate Seal)

Corporate signature

\_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

President's signature \_\_\_\_\_

Secretary's signature \_\_\_\_\_

Corporation organized under the laws of the State of \_\_\_\_\_

Partnership Name: \_\_\_\_\_

Address: \_\_\_\_\_

Names of Co-Partners and Addresses:

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

Names of Individuals and Addresses:

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

NOTE: Sign in proper space above.

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

\_\_\_\_\_  
(Typed or printed name)

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

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

Bidder business address (street, city, state and zip code)

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

Bidder Business phone: ( ) \_\_\_\_\_

Bidder Business fax: ( ) \_\_\_\_\_

## CONTRACT DOCUMENTS CHECK LIST

Complete, accurate, executed copies of the following documents must be submitted to the City of Sebastopol in accordance with the bid package issued by the City within ten (10) working days of receiving written notice concerning award of the project. The bidder's security of any successful bidder that fails to do so will be forfeited to the City.

- \_\_\_\_\_ Contract Part 1 - Agreement
- \_\_\_\_\_ Performance Bond
- \_\_\_\_\_ Payment Bond/Labor and Material Bond
- \_\_\_\_\_ Certificates of Insurance, Declarations page(s) and Endorsements
- \_\_\_\_\_ Escrow Agreement, if applicable
- \_\_\_\_\_ Contract Part 2 - General Provisions
- \_\_\_\_\_ Special Provisions
- \_\_\_\_\_ Project Plans
- \_\_\_\_\_ Contractor Safety Program
- \_\_\_\_\_ Report of Use/Storage of Hazardous Substances

# CONTRACT

## PART 1 - AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CITY OF SEBASTOPOL, herein called "Owner," acting herein through its CITY MANAGER and

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

STRIKE OUT (A Corporation) (A Partnership)  
INAPPLICABLE (An Individual doing business as \_\_\_\_\_)  
TERMS

of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

**State Route 116 & Bodega Avenue Pedestrian Improvements  
Contract 2019-01**

hereinafter called the project, for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) and all extra work in connection therewith, under the terms as stated in the General Conditions and Special Provisions of the Contract; and at his or her (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Notice to Bidders, Bidders Proposal, the General Conditions, and Special Provisions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings or written explanation matter thereof, the specifications and contract documents therefor as prepared by the City of Sebastopol Public Works Department, herein entitled the Engineer all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner, and to fully complete the project within [written number (XX)] working days. The Contractor further agrees to pay, as liquidated damages, the sum of \$1000.00 for each consecutive working day thereafter as provided in Section 7, "Prosecution and Progress of the Work" of the General Provisions.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Section 9, "Measure and Payment" of the General Provisions.





**100% PERFORMANCE BOND**

*(NOTE: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond)*

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_  
\_\_\_\_\_ a (2) \_\_\_\_\_  
\_\_\_\_\_ hereinafter called "Principal" and (3) \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ State of \_\_\_\_\_ hereinafter called "Surety", are held and firmly  
bound into (4) CITY OF SEBASTOPOL of SEBASTOPOL, CALIFORNIA hereinafter  
called "Owner", in the penal sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum  
well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors,  
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a  
certain contract with the Owner dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, a copy of which is  
hereto attached and made a part hereof for the construction of:

**State Route 116 & Bodega Avenue Pedestrian Improvements  
Contract 2019-01**

NOW, THEREFORE, if the principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions and agreements of said contract during the original  
term thereof, and any extensions thereof which may be granted by the Owner, with or without  
notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract,  
and shall fully indemnify and save harmless the Owner from all costs and damages which it may  
suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and  
expense which the Owner may incur in making good any default, then this obligation shall be void;  
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees  
that no change, extension of time, alteration or addition to the terms of the contract or to the work  
performed thereunder or the specifications accompanying the same shall in any wise affect its  
obligation on this bond, and it does hereby waive notice of any such change, extension of time,  
alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall  
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS THEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

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

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

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

(SEAL)

\_\_\_\_\_  
Witness as to Principal

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

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

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

ATTEST:

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Surety) Secretary

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

(SEAL)

\_\_\_\_\_  
Witness as to Principal

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

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct Name of Contractor
- (2) A Corporation, a Partnership or an Individual, as case may be
- (3) Correct Name of Surety
- (4) Correct Name of Owner
- (5) If Contractor is Partnership, all partners should execute bond.

*(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)*

**50% PAYMENT BOND**

*(NOTE: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond)*

**KNOW ALL MEN BY THESE PRESENTS:** That we \_\_\_\_\_  
(Name of Contractor)  
a \_\_\_\_\_ hereinafter called  
"Principal" and  
(Corporation, Partnership or Individual)  
\_\_\_\_\_ of \_\_\_\_\_ State of \_\_\_\_\_  
(Surety)

hereinafter called "Surety", are held and firmly bound unto the CITY OF SEBASTOPOL, 7120 BODEGA AVENUE, SEBASTOPOL, CALIFORNIA 95472, hereinafter called "Owner", in the penal sum of \_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**State Route 116 & Bodega Avenue Pedestrian Improvements  
Contract 2019-01**

NOW, THEREFORE, if the principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, any authorized extension of modification thereof, including all amounts due for materials, lubricants, oil, gasoline, and coal, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS THEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ., day of \_\_\_\_\_, 20\_\_\_\_.



ATTEST:

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

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

By: \_\_\_\_\_(S)

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

(SEAL)

\_\_\_\_\_  
Witness as to Principal

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

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

ATTEST:

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Surety) Secretary

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

(SEAL)

\_\_\_\_\_  
Witness as to Principal

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

NOTE: Date of Bond must not be prior to date of Contract.

- (1) If Contractor is a Partnership, all partners should execute bond.

*(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)*

## MAINTENANCE BOND

*(NOTE: The Contractor must use this form. Use of any other bond form may prevent release of final payment and/or release of retention under the Contract)*

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City Council of the City of Sebastopol has awarded to \_\_\_\_\_, (designated as the "PRINCIPAL") a contract for the State Route 116 & Bodega Avenue Pedestrian Improvements Project, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, the PRINCIPAL is required under the terms of the Contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under the Contract.

NOW, THEREFORE, we the PRINCIPAL and the undersigned \_\_\_\_\_, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the City of Sebastopol, (designated as the "OBLIGEE"), in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, being a sum not less than ten percent (10%) of the final Contract price, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance by the OBLIGEE of the contracted work, the PRINCIPAL upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of OBLIGEE's judgment in any such action. No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL \_\_\_\_\_

By \_\_\_\_\_

(Acknowledgment)

Title \_\_\_\_\_

SURETY \_\_\_\_\_

(Corporate Seal)

By \_\_\_\_\_  
(Attorneys-in-fact)

(Acknowledgment)

Title \_\_\_\_\_

*(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)*

## ESCROW AGREEMENT

### SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the City of Sebastopol, whose address is 7120 Bodega Avenue, P.O. Box 1776, Sebastopol, California 95473, hereinafter called "City", \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called "Contractor", and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called "Escrow Agent"

For consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the Construction Contract entered into between the City and Contractor for the project entitled State Route 116 & Bodega Avenue Pedestrian Improvements in the amount of \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as substitute for Contract earnings, the Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and Contractor. Securities shall be held in the name of City of Sebastopol and shall designate the Contractor as the beneficial owner.
2. The City shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the City makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investments of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the escrow agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.



7. The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven day's written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.

8. Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to Sections (5) to (8) inclusive, of this agreement and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

**On Behalf of City:**

**On Behalf of Contractor**

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

Title

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

Title

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

Name

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

Name

**On Behalf of Escrow Agent:**

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

Title

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

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

At the time the Escrow Account is opened, the City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

City:

Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

DRAFT

# CONTRACT

## PART 2 – GENERAL PROVISIONS

### SECTION 1 Definitions

The following terms as used in any agreement of which these General Provisions are a part are defined as follows:

- 1-1.01 Contract:** The agreement between the City and Contractor concerning the Project, as evidenced by and comprised of the Contract Documents.
- 1-1.02 Architect:** The person or persons so specified on the Special Provisions and/or Project Plans.
- 1-1.03 ASTM:** American Society for Testing and Materials latest edition.
- 1-1.04 Bid Package:** All of the documents listed as comprising the entire Bid Package as specified in the Information for Bidders and representing the full set of documents made available to bidders on the Project.
- 1-1.05 City:** City of Sebastopol
- 1-1.06 Public Works Standard Specifications and Details:** The edition of the City of Sebastopol Standard Details and Specifications in effect on the date of the last signature to this Contract.
- 1-1.07 Contract Documents:** All those documents listed in the Contract as comprising the entire agreement between the City and the Contractor.
- 1-1.08 Contractor:** The successful bidder for the Project and party to the Contract with the City as specified in the Contract Documents.
- 1-1.09 Days:** Unless otherwise specified in the Contract Documents, days mean working days.
- 1-1.10 Engineer:** The City's authorized representative for administration and overall management of the Project, Contract, and Work. The Engineer is the official point of contact between the City and the Contractor.
- 1-1.11 Project:** The State Route 116 & Bodega Avenue Pedestrian Improvements Project as described in the Special Provisions and Project Plans.
- 1-1.12 Project Plans:** The primarily graphic detailed requirements concerning the Project contained in the Bid Package and any addenda to the Project Plans signed by authorized City representatives and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized

representatives of the City and the Contractor in accordance with the requirements of the Contract Documents.

- 1-1.13 Project Inspector:** The party or parties charged by the City with inspecting the Work for compliance with the requirements of the Contract Documents and applicable laws and regulations. The Project Inspector acts under the direction of the City and must coordinate with the Engineer as directed by the City in accordance with the Contract Documents.
- 1-1.14 Caltrans Standard Specifications:** The State of California Department of Transportation Standard Specifications 2018 edition.
- 1-1.15 Caltrans Construction Manual:** The State of California Department of Transportation Construction Manual, latest edition
- 1-1.16 Subcontractor:** A person, firm or corporation that is obligated as a party to a contract with the Contractor to perform part of the Work. For purposes of these General Provisions Subcontractors include, but are not limited to, those that are obligated as parties to a contract with the Contractor to specially fabricate and install a portion of the Work according to the Special Provisions and/or Project Plans.
- 1-1.17 Special Provisions:** The detailed Project requirements contained in the Bid Package and any addenda to the Special Provisions signed by authorized City representatives and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Special Provisions signed by authorized representatives of the City and the Contractor in accordance with the requirements of the Contract Documents.
- 1-1.18 Work:** The furnishing of all equipment, tools, apparatus, facilities, material, labor and skill necessary to perform and complete in a good and workmanlike manner the Project as shown in the City Special Provisions and Project Plans in accordance with the Contract Documents and applicable law.
- 1-1.19 Written Notice:** Will be deemed to have been duly served for purposes of these General Provisions and any Contract of which they are a part if delivered in person to the individual or to a member of the firm or to any office of the corporation for whom the notice is intended, or if sent by registered or certified mail to the last known business address known to the party giving notice. Unless otherwise specified in the Contract Documents, the last known address of the Contractor will be that listed in the Contractor's completed Proposal.



## SECTION 2 Scope of Work

**2-1.01 Documents Furnished by City.** The City will furnish to the Contractor, free of charge, five (5) sets of prints of the Project Plans and Special Provisions for execution of the Work. Throughout the performance of the Work the Contractor must keep one copy of the Project Plans and Special Provisions in good order and available for review by the Engineer, the Architect, and any other City contractors or representatives.

**2-1.02 Ownership of Documents Furnished by City.** All documents furnished by the City, including, but not limited to, the Special Provisions, Project Plans, and any copies, are the property of the City. Documents furnished by the City may not be used on any other work. All documents furnished by the City must be returned to City upon completion of the Work.

### **2-1.03 Special Provisions and Project Plans.**

- a. The Special Provisions and Project Plans are complementary and intended to mutually describe the Work necessary to complete the Project in accordance with the Contract Documents.
- b. In general, the Project Plans indicate dimensions, position and kind of construction, and the Special Provisions indicate qualities and methods. Any Work indicated on the Project Plans and not mentioned in the Special Provisions or vice versa must be furnished as though fully set forth in both. Work that is not particularly detailed, marked or specified will be the same as similar Work that is detailed, marked or specified. The Contractor must furnish items necessary for the operation of equipment depicted in the Project Plans or specified in the Special Provisions that are suitable to allow such equipment to function properly at no extra charge.
- c. The Contractor must notify the Engineer as soon as possible of any apparent errors or inconsistencies, including, but not limited to, typographical or notational errors in the Project Plans, Special Provisions, and/or in work done by others affecting the Work. The Engineer will issue instructions concerning any such apparent errors or inconsistencies. If the Contractor proceeds with Work impacted by apparent errors or inconsistencies without instructions from the Engineer, the Contractor does so at its sole risk and will have all of the obligations and the City will have all of the rights and remedies specified in Section 11 concerning any resulting damage or defect.
- d. The General Provisions apply with equal force to all of the Work, including extra work authorized by the Engineer in accordance with the Contract Documents. The Contractor must submit any required shop diagrams and/or drawings by the times and in the quantities indicated in the Special Provisions. Any such shop diagrams and/or drawings must show completely the Work to be done, expanding on the Project Plans concerning details not previously shown, field conditions and the condition of the Work. Engineer review of such shop diagrams and/or drawings will concern conformance with the requirements of the Contract Documents only. The Engineer assumes no responsibility for the correctness or accuracy of the dimensions or any other contents of any shop diagrams and/or drawings submitted by the Contractor. The Contractor must check all dimensions at the Work site. Shop diagrams and/or drawings must be clearly marked with the name of the Project and the name of the Contractor, subcontractor or supplier making the submittal, and must

be stamped and signed by the Contractor and submitted under a signed transmittal letter from the Contractor certifying that all dimensions have been checked at the Work site. These requirements are mandatory. The Engineer will not review shop diagrams and/or drawings that do not satisfy these requirements. The Contractor will be responsible for any and all discrepancies between dimensions of the actual Work site and/or Work and those shown on shop diagram and/or drawings submitted by the Contractor, and for any other errors contained in or resulting from such shop diagrams and/or drawings, including, but not limited to, errors in material and/or equipment quantities and any resulting errors, delays or additional cost in the performance of the Work. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any discrepancies or errors in shop diagrams and/or drawings submitted by the Contractor, and concerning any resulting errors, delays or additional costs in the performance of the Work.

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## SECTION 3 Control of Work and Material

**3-1.01 Engineer's Status.** The Engineer will administer the Project in accordance with the Contract Documents. After execution of the Contract and issuance of the Notice to Proceed, all correspondence and/or instructions concerning the Project between the Contractor and/or City must be forwarded through the Engineer. Except as otherwise provided in the Contract Documents, the Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, or procedures or for safety precautions in connection with the Work. The Engineer, however, will have authority to reject materials and/or workmanship that do not conform to the requirements of the Contract Documents. The Engineer will also have the authority to require inspection or testing of the Work.

**3-1.02 Architect's Status.** The Architect will advise the Engineer concerning decisions on all claims of the Contractor and all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. The Architect will also advise the Engineer concerning Work that does not conform to the Contract Documents. Whenever, in the Architect's opinion, it is necessary or advisable in accordance with the Contract Documents, the Architect may recommend to the Engineer inspection or testing of the Work, whether or not such Work is then fabricated, installed or completed.

### **3-1.03 Inspection and Testing of Work and Material.**

- a. The City, the Engineer, the Architect and their representatives will have access to the Work at all times wherever it is in preparation or progress. The Contractor must provide proper facilities for such access and for inspection.
- b. The Contractor must inspect all materials as delivered and promptly return all defective materials without waiting for their rejection by the Architect or Engineer.
- c. If the Engineer, the Special Provisions, or any laws, ordinances, or any public authority require any Work to be tested or approved, the Contractor must give the Engineer timely notice of the Contractor's readiness for inspection. Inspections will be promptly made, and where practicable, at the source of supply. Any Work subject to such testing that is covered up without timely notice to the Engineer or without the approval or consent of the Engineer must, if required by the Engineer, be uncovered for examination at the Contractor's expense. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any Work subject to testing that is covered up or otherwise rendered inaccessible for inspection without timely notice to the Engineer and that is not uncovered for examination at the Contractor's expense if required by the Engineer.
- d. Tests of materials or qualification tests required by the Contract Documents must be made in accordance with the Special Provisions and the requirements of the California Building Standards Code as adopted by the City and other applicable law. Copies of all testing reports will be distributed as required in the Special Provisions.

- e. The City or its representatives may order re-examination of questioned Work. If ordered to do so, the Contractor must uncover such Work. If such Work is found to be according to the Contract Documents, the City will pay the cost of uncovering and restoring the Work, unless such Work was subject to testing and covered up without timely notice to or approval of the Engineer. If re-examined Work is found not in accordance with the Contract Documents, the Contractor must pay the cost of uncovering and restoring the Work. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any re-examined Work not in accordance with the Contract Documents that the Contractor fails to uncover and restore at the Contractor's expense.
- f. The Contractor must replace or correct without charge any material or workmanship found not to conform to the requirements of the Contract Documents, unless the City consents to accept such material or workmanship with an appropriate adjustment in the Contract Price. The Contractor must promptly segregate and remove non-conforming material from the Work site. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any failure by the Contractor to replace or correct without charge any material or workmanship that does not conform to the requirements of the Contract Documents and that the City has not consented to accept.

**3-1.04 Samples Furnished by the Contractor.** The Contractor must furnish all samples for approval as directed in sufficient time to permit the Architect or Engineer to examine, approve and select samples before they are required by the progress of the Work. Portions of the Work for which samples are required and for which the Architect or Engineer has selected samples must be in accordance with such approved samples. Samples must be sent prepaid to the office of the Engineer or to such place as the Engineer may direct.

**3-1.05 Materials and Substitutions.**

- a. Materials used for the Work must be new and of the quality specified. When not particularly specified, materials must be the best of their class or kind. The Contractor must, if required, submit satisfactory evidence as to the kind and quality of materials.
- b. If the Contractor submitted complete information to the City Engineer for products proposed as equals in accordance with the bid package, and the City approved such products proposed as equals in writing, the Contractor may either furnish such products approved as equals, or furnish the products listed by manufacturer name, brand or model number in the Special Provisions or Project Plans. The City retains the right, in its sole discretion, to accept or reject any other proposed substitution. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the City to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer's name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, and appearance, ease of maintenance and repair, and useful life requirements. If the City does not accept a proposed substitution, the Contractor must furnish the product specified in the



Special Provisions or Project Plans for the Contract Price, regardless of whether the product is specified by manufacturer's name, brand or model number, or otherwise.

- c. During the performance of the Work, all materials must be neatly stacked, properly protected from the weather and other adverse impacts, and placed so as to avoid interference with efficient progress of the Work, with other activities of the City, or with the use of existing City facilities by the public. Materials may not be stored in a manner that presents a safety hazard or a nuisance. All materials must be delivered so as to ensure efficient and uninterrupted progress of the Work. Materials must be stored so as to cause no obstruction and so as to prevent overloading of any portion of the Work. The Contractor will be responsible for damage or loss of materials delivered to and/or stored at the Work site due to weather or other causes. The Contractor must promptly remove from the Work site all materials rejected by the City or its representatives as failing to conform to the requirements of the Contract Documents, whether such non-conforming materials have been incorporated in the Work or not. If the City or its representatives so direct, the Contractor must promptly replace and re-execute Work performed by the Contractor and order the replacement and re-execution of Work performed by subcontractors using non-conforming materials with materials that satisfy the requirements of the Contract Documents without expense to the City. The Contractor will bear the expense of making good all Work destroyed or damaged by such removal. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any failure by the Contractor to replace or re-execute Work using non-conforming materials, and/or to make good all Work destroyed or damaged by such removal and/or execution.
- d. If any portion of the Work done or material furnished under this Contract proves defective and not in accordance with the Project Plans or Special Provisions, and if the Engineer determines that the imperfection of the same is not of sufficient magnitude or importance to make the Work dangerous or undesirable, or if the removal of such Work, is impractical or will create conditions which are dangerous or undesirable, the Engineer may retain such Work, instead of requiring the imperfect Work to be removed and reconstructed, and make such deductions therefore in the payments due or to become due the Contractor as are just and reasonable.

**3-1.06 Audit and Examination of Records.** The City may examine and audit at no additional cost to the City all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other Project related data of the Contractor, subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to bidding, negotiating, pricing or performing the Work or Contract modifications and other materials concerning the Work, including, but not limited to, Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other Project related data. The Contractor will make available all such Project related data at all reasonable times for examination, audit, or reproduction at the Contractor's business office at or near the Work site, and at any other location where such Project related data may be kept until three years after final payment under the Contract. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be expended is in excess of \$10,000, this Contract will be subject to the examination and audit of the State Auditor, at the request of the City, or as

part of any audit of the City, for a period of three (3) years after final payment under the Contract.

**3-1.07 Advertising.** No advertising signs of any kind may be displayed on the Work site, or on fences, offices or elsewhere adjacent to the Work site.

**3-1.08 Project Schedule.** Within ten (10) days after execution and delivery of the Contract, and prior to the issuance of the notice to proceed, the Contractor must deliver to the Engineer a bar chart and critical path (CPM) schedule detailing the Contractor's intended schedule of Work for the entire Project. The schedules must be detailed to clearly show the relative sequence of the items of Work, their inter-relationships, start and completion dates, float, the critical path, and any other item deemed necessary by the Engineer. The schedule must allow for the completion of the entire Work within the Time for Completion.

- a. City Review of Schedule. The City may review the Contractor's submitted schedule and may note any exceptions. The Contractor must correct any exceptions noted by the City within five (5) working days of being notified of the exceptions.
- b. Update of Schedule. After submission of a schedule to which the City has taken no exceptions, the Contractor must submit an updated schedule on a monthly basis or as otherwise specified by the City until completion of the Work. The updated schedule must show the progress of Work as of the date specified in the updated schedule.
- c. Float. The schedule must show early and late completion dates for each task. The number of days between these dates will be designated as "Float". The Float will be designated to the Project and will be available to both the City and the Contractor as needed to complete the Work in accordance with the Contract.
- d. Failure to Submit Schedule. If the Contractor fails to submit schedules within the time periods specified in this Section or submits a schedule to which the City has taken uncorrected exceptions, the City may withhold payments to the Contractor until such schedules are submitted and/or corrected in accordance with the Contract Documents.
- e. Responsibility for Schedule. The Contractor will be solely and exclusively responsible for creating the schedule and properly updating it. The City may note exceptions to any schedule submitted by the Contractor. However, the Contractor will be solely responsible for determining the proper method for addressing such exceptions and the City's review of the schedule will not create scheduling obligations of the City.

**3-1.09 Construction Staking.** All Work done under this Contract must be in conformance with the Project Plans and contract documents. It is the responsibility of the Contractor to obtain construction staking services. The Contractor must inform the Engineer, forty-eight (48) hours in advance if electronic design files or other information is needed to be transmitted to a surveyor, , in order that lines and grades may be furnished and necessary measurements for record and payment made, with the minimum of inconvenience to the Engineer and delay to the Contractor.

The City will **NOT** provide construction staking services.

The Contractor shall carefully preserve bench marks, reference points, and stakes and in the case of willful or careless destruction, will be responsible for the cost of replacement and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance

**3-1.10 Materials Testing.** Materials will be tested by the City of Sebastopol or its authorized agent, following the Caltrans Standard Specifications. Statistical testing may not be used. All individual samples must meet the specified test results. Each material used must meet the specified requirements.

The Contractor must request and coordinate all testing. All tests must occur in the presence of the Project Inspector. The City will, at its sole discretion, have the right to reject any and/or all test results, that do not meet this requirement, and to order a retest in the presence of the Project Inspector. The costs for all retests so ordered will be the responsibility of the Contractor. The cost of all retests will be charged to the Contractor at the actual cost plus 30 percent, with a minimum charge of \$150.00 per test to cover staff and administrative costs.

The City, at its sole expense, will provide all initial material and compaction tests. Sampling and testing will comply with Chapter 3 of the Caltrans Construction Manual at a minimum. Where conditions vary, the City may perform additional testing. Cost for testing of materials offered in lieu of the specified materials will be the responsibility of the Contractor. Cost for R-value tests when required by the Caltrans Standard Specifications will be the responsibility of the Contractor.

Testing will only be performed on normal City working days between the hours of 8:00 a.m. and 4:00 p.m. unless other arrangements are made in advance. Tests performed outside of these hours may be subject to increased charges.

The Contractor must request all tests in writing a minimum of 2 working days in advance of the time desired. A minimum of one working day must be allowed for compilation and reporting of data and test results after tests have been performed. No subsequent layer of material may be placed until a passing test is obtained and acknowledged by the City.

Concrete and asphalt may be supplied only from suppliers approved and certified by the State Department of Transportation. Proposed mix designs for all concrete and asphalt concrete to be placed within the City of Sebastopol must be provided to and approved by the City, prior to placement.

The Contractor must coordinate with the City concerning any additional testing as required.

## SECTION 4 Changes in Work

**4-1.01 City Directed Change Orders.** The City may at any time during the progress of the Work direct any amendments to the Work or any of the Contract Documents, including, but not limited to the Special Provisions, or Project Plans. Such amendments will in no way void the Contract, but will be applied to amend the Contract Price, if such amendments affect the Contract Price, the Project schedule, if such amendments affect the Project schedule, or any other provision of the Contract Documents based on a fair and reasonable valuation of the amendment in accordance with this Section 4.

**4-1.02 Writing Requirement.** Change orders and other amendments to the Special Provisions, the Project Plans, or other Contract Documents may be made only upon prior written approval of the Engineer and as evidenced by a writing executed by authorized representatives of the City and the Contractor.

**4-1.03 Contractor Proposed Change Orders.** Unless the Engineer otherwise authorizes or the City and the Contractor otherwise agree, change order proposals submitted by the Contractor must be submitted to the Engineer no later than the time of the proposed change.

**4-1.04 All Change Orders.** All change order proposals must be submitted on completed City Change Order forms. All such change order proposals must itemize all cost impacts of the proposed change order and include a total price for that change order and the amended Contract Price that would become effective upon execution of the change order. All change order proposals must specify any change in the Project schedule, or in any Project milestone including, but not limited to, the Time for Completion, under the change order. It is understood that change orders that do not specify a change in any milestone, including, but not limited to, the Time for Completion, may be accomplished by the Time for Completion then in effect.

**4-1.05 Change Order Pricing.** Change order pricing for all change orders, whether, additive, deductive, or both, will be governed by the following:

- a. Prices specified in the Contract Documents will apply to cost impacts involving items for which the Contract Documents specify prices.
- b. Cost impacts involving items for which the Contract Documents do not specify prices may be paid on a lump sum basis as approved by the City.
- c. For cost impacts involving items for which the Contract Documents do not specify prices, and for which no lump sum amount has been approved by the City, charges or credits for the Work will be paid on a time and materials basis in accordance with the following and subject to Caltrans Standard Specifications, provision 9-1.03 concerning allowable direct charges. The time and materials payment will be the sum of and limited to the direct and indirect costs for labor, materials, equipment and overhead calculated as follows:
  1. Labor: The Contractor will be paid the cost of labor for the workers (including foremen when authorized by the Engineer), used in the actual and direct performance of the Work. The cost of labor utilized in performing the Work,

whether the employer is the Contractor, a subcontractor or other entity engaged in the performance of the Work, will be the sum of the following:

- a. **Actual Wages:** The actual wages paid will include any employer fringe benefit payments to or on behalf of the workers for health and welfare, pension, vacation and similar purposes. The actual wages and fringe benefits paid must be at the rates shown on the certified payroll documents submitted by the Contractor.
  - b. **Labor Surcharge:** The labor surcharge will be as set forth in the latest edition of the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates". The labor surcharge will constitute full compensation for all payments imposed by State or Federal laws and for all other payments made to, or on behalf of, workers engaged in the performance of the Work, excluding the Actual Wages as defined above.
  - c. **Fixed Markup:** A fixed markup of 15% of the sum of the actual wages paid and the labor surcharge applicable to such actual wages, together with the actual wage and labor surcharge costs described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all labor for the Work.
2. **Materials:** Materials costs will be the direct costs for materials actually exhausted, consumed or entering permanently into the Work, plus a fixed markup of 15% of such direct materials costs, which, together with the direct cost of materials as described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all materials for the Work.
  3. **Equipment:** All equipment used will be paid in accordance with the rates in subsection 9-1.04D entitled "Equipment Rental" of the Caltrans Standard Specifications, which subsection 9-1.04D is made a part of this Contract, plus a fixed markup of 10% of such equipment rates, which, together with the equipment rates as described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all equipment for the Work.
  4. Unless approved in writing in accordance with provision 4-1.02 of this Contract in advance of performance of the Work, any and all other cost impacts (including, but not limited to profit, bond premiums or fees, insurance premiums or fees, superintendent labor, clerical expenses, home office expenses, Work site office expenses, utility costs, permit costs, and licensing costs) involving items for which the Contract Documents do not specify prices, and for which no lump sum amount has been approved by the City, will constitute incidentals, full compensation for which will be deemed included in the markups for labor, material, and equipment specified above, and no additional compensation for such cost impacts will be allowed.



**4-1.06 Liability Under Unapproved Change Orders.** The Contractor will be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the Contractor, any subcontractor engaged in the performance of the Work, any party supplying material or equipment for the Work or any third party that are incurred pursuant to Contractor-proposed change orders prior to issuance of an approved change order executed in accordance with this Section 4. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any work or resulting losses, costs, or liabilities pursuant to a Contractor proposed change order before issuance of an approved change order executed in accordance with this Section 4.

**4-1.07 Changes Subject to Contract Documents.** Any changes in the Work and/or the Contract Documents pursuant to change orders and any other amendments issued in accordance with the Contract Documents, including this Section 4, will in all respects be subject to all provisions of the Contract Documents, including, but not limited to, the Special Provisions and the Project Plans, except as modified by such change orders or amendments.

**4-1.08 Change Order Disputes.**

- a. **Disputed City-Directed Change Orders.** If the Contractor disputes a City directed change order following a reasonable effort by the City and the Contractor to resolve the dispute including, at a minimum, a meeting between appropriate representatives of the Contractor and the City, the Contractor must commence performing the Work consistent with the disputed change order within five (5) working days of the last meeting between representatives of the Contractor and the City to resolve the dispute, or within the time specified in the disputed City directed change order, whichever is later. In performing Work consistent with a disputed City-directed change order pursuant to this provision the Contractor will have all of the Contractor's rights concerning claims pursuant to the Contract Documents and applicable law.
- b. **Disputed Contractor Proposed Change Orders.** If the City disputes a Contractor proposed change order, the City and the Contractor will use reasonable efforts to resolve the dispute including, at a minimum, holding a meeting between appropriate representatives of the Contractor and the City. Regardless of and throughout any such efforts to resolve the dispute the Contractor must continue performing the Work irrespective of and unmodified by the disputed change order. In continuing to perform the Work, the Contractor will retain all of the Contractor's rights under contract or law pertaining to resolution of disputes and protests between contracting parties. Disputes between the City and the Contractor concerning any Contractor-proposed change order or other amendment do not excuse the Contractor's obligation to perform the Work in accordance with the Contract Documents excluding such Contractor-proposed change order or other amendment by the Time for Completion or waive any other Project milestone or other requirement of the Contract Documents.

## SECTION 5 Trenching and Utilities

**5-1.01 Excavation More Than Four Feet Deep.** In accordance with California Public Contract Code Section 7104, if the Work involves excavation more than four feet deep the Contractor must promptly notify the City in writing before disturbing: any material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; any subsurface or latent physical conditions at the Work site differing from those indicated; or any unknown physical conditions at the Work site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The City will promptly investigate any such conditions for which notice is given. If the City finds that the conditions do materially differ, or involve hazardous waste, and would cause a decrease or increase in the cost or time of performance of the Work, the City will issue a change order pursuant to Section 4 of these General Provisions. If a dispute arises between the City and the Contractor concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost or time of performance, the Contractor will not be excused from any completion date provided in the Contract Documents, but will proceed with all Work to be performed. The Contractor will retain all rights under contract or law pertaining to resolution of disputes and protests between contracting parties.

**5-1.02 Excavation of Five Feet or More.** In accordance with California Labor Code Section 6705, contractors performing contracts exceeding \$25,000 in cost and involving excavation five or more feet deep must submit for the City's acceptance, prior to excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation. If the plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer.

**5-1.03 Utility Relocation Costs.**

- a. In accordance with California Government Code Section 4215, the City assumes the responsibility for the timely removal, relocation or protection of existing main or trunk line utility facilities located on the Work site if such utilities are not identified by the City in the Special Provisions and/or Project Plans. The City will compensate the Contractor for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating existing main or trunk line utility facilities located at the Work site and not identified with reasonable accuracy in the Special Provisions and/or Project Plans. The City will also compensate the Contractor for the cost of equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for Work completion delays caused by the City's failure to provide for removal or relocation of such main or trunk line utility facilities.
- b. Nothing in this provision or the Contract Documents will be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Work site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, cleanouts, on or adjacent to the Work site; provided, however, that nothing in this provision or the

Contract Documents will relieve the City from identifying main or trunk lines in the Special Provisions and/or Project Plans.

- c. Nothing in this provision or the Contract Documents will preclude the City from pursuing any appropriate remedy against the utility for delays, which are the responsibility of the utility.
- d. Nothing in this provision or the Contract Documents will be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.
- e. If the Contractor while performing the Work discovers utility facilities not identified by the City in the Special Provisions and/or Project Plans, the Contractor must immediately notify the City and utility in writing.
- f. Either the City or the utility, whichever owns existing main or trunk line utility facilities located on the Work site, will have sole discretion to effect repairs or relocation work or to permit the Contractor to perform such repairs or relocation work at a reasonable price.

#### **5-1.04 Protection of Existing Facilities and Property.**

The Contractor must notify Underground Service Alert (USA) for marking the locations of existing underground facilities.

The Contractor must take all necessary measures to avoid injury to existing surface and underground utility facilities in and near the Work site. No error or omission of utility markouts will be construed to relieve the Contractor from his responsibility to protect all underground pipes, conduits, cables or other structures affected by the work.

The existing underground facilities in the area of Work may include telephone, television and electrical cables, gas mains, water mains, sewer pipe and drainage pipe. The various utility companies must be notified before trenching begins and at such other times as required to protect their facilities. All underground facilities must be located and exposed ahead of trenching to prevent damage to the facilities, and to determine the depth and character of all facilities that cross or infringe on the trench prism. The Contractor must immediately notify the Engineer of any facilities found. If damage should occur to the existing facilities, the utility company and the City must be notified immediately and, repairs acceptable to the utility company must be made at the Contractor's expense.

The Project Plans show the underground utilities on the site of the construction insofar as they are known to the City. The drawings may not show facilities apparent from visual inspection of the site or service laterals or appurtenances, the existence of which can be inferred from the presence of other visible facilities such as buildings, meters, junction boxes, etc. on or adjacent to the construction site.

If in the performance of the Work an existing utility is encountered that is not shown on the Project Plans and is not apparent or inferable from visual inspection of the Work site, the Inspector must be notified immediately. The Engineer will determine, whether the Project Plans or Special Provisions should be modified, or whether the existing utility

should be relocated or whether the Contractor must work around the existing utility. The Contractor must replace, at his or her own expense, in as good condition as they were prior to the start of construction, all existing improvements and surroundings damaged by his or her operation. Reconstruction of all existing improvements must conform to Public Works Standard Specifications and Details under the direction of and subject to the acceptance by the Engineer.

Should the Contractor fail to take adequate measures to avoid injury or damage to the facilities described above, the City may take any actions necessary to protect such facilities from the Contractor's operations. Subject to Section 5 of the General Provisions, the City may withhold the cost of injury to existing surface and underground utility facilities in and near the Work site from amounts due or that may become due the Contractor.

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## SECTION 6 Project Facilities

**6-1.01 Work Site Offices.** Any Work site office facilities used by the Contractor and/or its privities must conform to all applicable codes, ordinances and regulations. The cost of such Work site office facilities will be paid from and included in the Contract Price.

**6-1.02 City Rights of Access and Ownership.** The City and its authorized representatives will at all reasonable times while such office facilities are located at the Work site (including, at a minimum, all times during which the Work is performed), have access to any such Work site office facilities used by the Contractor and/or its privities. With respect to the right of access of the City and its authorized representatives, neither the Contractor nor its privities will have a reasonable expectation of privacy pursuant to the Fourth Amendment to the Unites States Constitution or other applicable law concerning such Work site office facilities used by the Contractor and/or its privities. Without exception, any and all Project related materials located at such Work site facilities will be deemed at all times to be City property subject to inspection and copying by the City and its authorized representatives at all reasonable times while such facilities are located at the Work site (including, at a minimum, all times during which the Work is performed). Any interference by the Contractor or its privities with the City's rights of access and/or ownership pursuant to this Section 6 will constitute a material breach of the Contract subject to any and all remedies available pursuant to the Contract Documents and at law and equity.

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## SECTION 7 Prosecution and Progress of the Work

**7-1.01 Liquidated Damages.** For the purposes of this Contract time is of the essence. The City and the Contractor agree that it will be difficult and/or impossible to determine the actual damage which the City will sustain in the event of the Contractor's failure to fully perform the Work or to fully perform all of the Contractor's obligations that have accrued pursuant to the Contract by the Time for Completion. Accordingly, the City and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in the sum of \$1000 per day for each and every calendar day completion of the Work and/or performance of all of the Contractor's obligations that have accrued pursuant to the Contract is delayed beyond the Time for Completion. The City and the Contractor further agree in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time the Contract was made, and that the City may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor under the Contract.

**7-1.02 No Damage for Avoidable Delays.** All delays in the Work that might have been avoided by the exercise of care, prudence, foresight and diligence of the Contractor or any privities of the Contractor will be deemed avoidable delays. Delays in the Work that may be unavoidable but that do not necessarily affect other portions of the Work or prevent completion of all Work within the Time for Completion, including, but not limited to, reasonable delays in Engineer approval of shop drawings, placement of construction survey stakes, measurements and inspection, and such interruption as may occur in prosecution of the Work due to reasonable interference of other contractors of the City, will be deemed avoidable delays. The Contractor will not be awarded a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the contract price for avoidable delays.

**7-1.03 Unavoidable Delays.** All delays in the Work that result from causes beyond the control of the Contractor and that the Contractor could not have avoided through exercise of care, prudence, foresight, and diligence will be deemed unavoidable delays. Orders issued by the City changing the amount of Work to be done, the quantity of materials to be furnished, or the manner in which the work is to be prosecuted, and unforeseen delays in the prosecution of the Work due to causes beyond the Contractor's control, such as strikes, lockouts, labor disturbances, fires, epidemics, earthquakes, acts of God, neglect by utility owners or other contractors that are not privities of the Contractor will be deemed unavoidable delays to the extent they actually delay the Contractor's completion of the Work. The Contractor will be awarded a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the contract price for unavoidable delays to the extent such delays actually delay the Contractor's completion of the Work and/or result in the Contractor incurring additional costs in excess of the Contract Price.

Delay due to normal, adverse weather conditions will not be deemed unavoidable. The Contractor should understand that normal adverse weather conditions are to be expected and plan the Work accordingly, such as by incorporating into the Project schedule normal, adverse weather delays as reflected in historical data of the National Oceanic and

Atmospheric Administration of the U.S. Department of Commerce for the weather station most applicable to the Work site.

**7-1.04 No Damage for Contractor Caused Delay.** Contractor will not be entitled to additional compensation for extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays to the extent such delays are caused by the failure of the Contractor or any subcontractor or other entity engaged in performance of the Work to perform the Work in accordance with the Contract Documents.

**7-1.05 No Damage for Delay Not Caused By the City, Delay Contemplated by the Parties, or other Reasonable Delay.** Contractor will not be entitled to damages for delay to the Work caused by the following, which the City and Contractor agree will be deemed for purposes of California Public Contract Code Section 7102 either not caused by the City, and/or within the contemplation of the City and the Contractor, and/or reasonable under the circumstances:

- a. Exercise of the City's right to sequence the Work in a manner that would avoid disruption to the City and other contractors based on: the failure of the Contractor or any subcontractor or other entity engaged in the performance of the Work to perform the Work in accordance with the Contract Documents, enforcement by the City or any other governmental agency of competent jurisdiction of any government act or regulation, or enforcement by the City of any provisions of the Contract.
- b. Requests for clarification or information concerning the Contract Documents or proposed change orders or modifications to the Contract Documents, including extensive and/or numerous such requests for clarification or information or proposed change orders or modifications, provided such clarifications or information or proposed change orders or modifications are processed by the City or its representatives in a reasonable time in accordance with the Contract Documents.

**7-1.06 Delays Caused by the City and/or It's Privities.** Delay caused by the City and/or other contractors of the City will be deemed unavoidable delays. Either the City or the Contractor may propose a change in the Time for Completion and/or the Project schedule for delays that are purported to be caused by the City and/or its privities and that are not reasonable under the circumstances involved and/or that are not within the contemplation of the City and the Contractor. Such proposed changes in the Time for Completion will constitute change order proposals subject to Section 4. In accordance with Section 4, the City and the Contractor may agree upon pricing for the cost impacts, if any, resulting from such delays. If such pricing and/or changes in the Time for Completion and/or the Project schedule are in anticipation of impacts that may, but have not yet occurred, the City will be obligated to pay the Contractor for such anticipated impacts or to award a change in the Time for Completion and/or the Project schedule in accordance with the Contract and any applicable, approved change orders only to the extent the Contractor actually incurs the anticipated impacts. Notwithstanding anything to the contrary in Section 4, the City and the Contractor may agree to a daily rate or cap or lump sum that will apply to the cost impacts, if any, resulting from delay purportedly caused by the City and/or its privities subject to this provision. However, if such daily rate or cap or lump sum is in anticipation of cost impacts that have not yet occurred, the City will be obligated to pay such daily rate or cap or lump sum only to the extent the Contractor actually incurs such cost impacts.

**7-1.07 Delay Claims.** Whenever the Contractor claims a delay for which the Time for Completion may be extended, the Contractor must request an extension of time within five (5) days of the start of the delay. The request must be in writing and describe in detail the cause for the delay, and, if possible, the foreseeable extent of the delay.

**7-1.08 Contractor Coordination of the Work.**

- a. The City reserves the right to do other work in connection with or in the vicinity of the Project by contract or otherwise, and Contractor must at all times conduct the Work so as to impose no hardship on the City, others engaged in the Work or other contractors working at the Work site. The Contractor will adjust, correct and coordinate the Work with the work of others so that no delays result in the Work or other work at or near the Work site.
- b. If any part of the Work depends for proper execution or results upon the work of the City or any other contractor, the Contractor will, before proceeding with such Work, promptly report to the City any apparent discrepancies or defects in such other Work. Failure of the Contractor to promptly report any apparent discrepancy or defect will be deemed an acceptance of the City's or other contractor's Work as fit and proper.
- c. The Contractor will anticipate the relations of the various trades to the progress of the Work and will ensure that required anchorage or blocking is furnished and set at proper times. Anchorage and blocking necessary for each trade will be part of the Work except where stated otherwise.
- d. The Contractor will provide proper facilities at all times for access of the City, the Engineer, Architect, and other authorized City representatives to conveniently examine and inspect the Work.

## SECTION 8 Contractor Responsibilities

- 8-1.01 Eligibility.** By executing the Contract, the Contractor certifies that the Contractor is not ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Work. To the full extent permitted by law the Contractor will hold harmless, indemnify and defend the City from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code Section 6109.
- 8-1.02 Supervision of the Work.** The Contractor will be solely responsible for the performance of the Work, including portions of the Work to be performed by subcontractors. The Contractor is charged with ensuring that all orders or instructions from the City, Engineer or Architect are disseminated to and followed by all subcontractors engaged in performance of the Work. The Contractor will supervise the Work using the Contractor's best skill and attention. At any time during the progress of the Work, the City, the Engineer, or the Architect may require the Contractor and/or subcontractors engaged in performance of the Work to attend a Project meeting and the Contractor will attend, and ensure the attendance of any subcontractors whose attendance is required by the City and/or advisable in light of the matters to be addressed at the meeting.
- 8-1.03 Contractor's Superintendent.** The Contractor will keep on the Work, throughout its progress, a competent superintendent and any necessary assistants, all satisfactory to the City. The superintendent may not be changed without the consent of the City. The superintendent will represent the Contractor and all directions given by the City to the superintendent will bind the Contractor in accordance with the Contract. Superintendent time included in Contractor's completed bid schedule and/or in approved change orders, if any, must be included in Contractor's approved overhead rate and may not be charged as a direct cost.
- 8-1.04 Competent Employees.** The Contractor must at all times enforce strict discipline and good order among the Contractor's employees and may not employ on the Work any unfit person or anyone not skilled in the Work assigned, or anyone incompetent or unfit for the duties of that person. When the City determines that a Contractor employee does not satisfy the requirements of this provision, upon notice from the City, the Contractor must ensure that employee performs no further Work and is no longer present at the Work site. Any such Contractor employee may not again be employed on the Work without City approval.
- 8-1.05 Items Necessary for Proper Completion of the Work.** Except as otherwise noted in the Contract Documents, the Contractor will provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities and services necessary for the proper execution and timely completion of the Work in accordance with the Contract Documents.
- 8-1.06 Subcontracting.**
- a. The Contractor must perform with his or her own organization, a value of work amounting to not less than fifty percent (50%) of the contract amount, except that the bid amount for subcontracted "Specialty Items" if so designated in any Special

Provisions may be eliminated from the contract amount and not considered as subcontracted for the purposes of calculating the value of work to be performed by the Contractor. For the purposes of determining the value of work to be performed by the Contractor pursuant to this provision, materials, equipment, incidentals, etc., shall be considered to have been purchased by the contractor or subcontractor that is to install them. Where a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated cost of such portion of the subcontracted item, as determined from information submitted by the Contractor, subject to approval by the Engineer.

- b. By executing the Contract, the Contractor certifies that no subcontractor included on the list of proposed subcontractors submitted with the Contractor's bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on the Work. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. The Contractor will ensure that no debarred subcontractor receives any public money for performing the Work, and any public money that may have been paid to a debarred subcontractor for the Work is returned to the City. The Contractor will be responsible for payment of wages to workers of a debarred subcontractor who has been allowed to perform the Work.
- c. The Contract and the performance of the Work are subject to the requirements of the Subletting and Subcontracting Fair Practices Act codified at California Public Contract Code Section 4100 and following. If the Contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Work in excess of one-half of 1 percent of the Contractor's total bid, the Contractor agrees that the Contractor is fully qualified to perform that portion of the Work with the Contractor's own forces, and that the Contractor will perform that portion of the Work with the Contractor's own forces. If after award of the Contract the Contractor subcontracts, except as provided for in California Public Contract Code Sections 4107 or 4109, any such portion of the Work, the Contractor will be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111, including cancellation of the Contract, assessment of a penalty of up to 10 percent of the amount of the subcontract, and disciplinary action by the Contractors State License Board.
- d. No contractual relationship exists between the City and any subcontractor engaged in performance of the Work.
- e. Incorporation of Contract Documents. Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Contract including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the Contract Documents. Subcontractor further agrees to include these same provisions with any sub-subcontractor. A copy of the City's Contract Document indemnity and insurance provisions will be furnished to the



subcontractor upon request. The Contractor shall require all sub-contractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and contractor will provide proof of compliance to the City. The Contractor will be solely responsible for any delay or additional costs incurred as a result of its failure to provide adequate or accurate Project information to a subcontractor that results in improper submittals and/or Work, or time or other impacts. The Contractor will have all of the obligations and the City will have all of the remedies that are specified in Section 11 concerning any delay or additional costs incurred due to failure of the Contractor to provide adequate and accurate Project information to subcontractors.

- f. Coordination of Subcontract Work: The Contractor is responsible for scheduling the Work of subcontractors so as to avoid delay or injury to either Work or materials.
- g. Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the Contract Documents. Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City's Contract Document indemnity and insurance provisions will be furnished to the Subcontractor upon request.

**8-1.07 Insurance.** Contractor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

- a. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:
  - 1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
  - 2. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
  - 3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
  - 4. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. Surety Bonds. Contractor shall provide the following Surety Bonds:
  1. Bid bond
  2. Performance bond
  3. Payment bond
  4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year, a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

6. Professional Liability (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.
7. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation,
8. The Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above for all policies, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

- b. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the City of Sebastopol. At the option of the City of Sebastopol, either: the contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City of Sebastopol, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City of Sebastopol guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be

endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

c. Other Insurance Provisions:

1. Additional Insured. The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.
2. Primary Insurance. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Notice of Cancellation. Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance.
4. Builder's Risk (Course of Construction) Insurance. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City of Sebastopol as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City of Sebastopol, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City of Sebastopol's site.

5. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City of Sebastopol.

6. Waiver of Subrogation. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents and subcontractors.
7. Verification of Coverage. Contractor shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
8. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.
9. Special Risks or Circumstances. The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

**8-1.08 Indemnities.** The Contractor shall defend, indemnify and hold the City of Sebastopol, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner which actually or allegedly arise out of or are incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses except where caused by the active negligence, sole negligence, or willful misconduct of the City, its officers, officials, employees and volunteers. The Contractor shall defend, at Contractor's own cost, expense, and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents, or volunteers. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. The Contractor shall reimburse the City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

**8-1.09 Licenses/Permits.** The Contractor must, without additional expense to the City, obtain all licenses, permits and other approvals required for the performance of the Work. This includes a valid City Business license.

**8-1.10 California Labor Code and Prevailing Wage Requirements.**

- a. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work will constitute a legal day's work under the Contract.
- b. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- c. The Contractor and its subcontractors will forfeit as a penalty to the City \$25 for each worker employed in the performance of the Work for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 et seq.
- d. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the Public Works Department and will be made available on request. The Contractor and subcontractors engaged in the performance of the Work must pay no less than these rates to all persons engaged in performance of the Work.
- e. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the Work must comply with Labor Code Section 1775 which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the Work that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty will be determined by the Labor Commissioner. The Contractor or subcontractor must pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:



1. The contract executed between the Contractor and the subcontractor for the performance of part of the Work must include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
2. The Contractor must monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor must diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work.
4. Prior to making final payment to the subcontractor, the Contractor must obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages employees engaged in the performance of the Work and any amounts due pursuant to California Labor Code Section 1813.
5. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the Work, 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 performance of the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project. The payroll records required pursuant to California Labor Code Section 1776 must be certified and must be available for inspection by the City and its authorized representatives, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations and must otherwise be available for inspection in accordance with California Labor Code Section 1776.
- f. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the Work, will be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- g. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the Work to employ on the Work any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor must pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by that person. The minimum rate thus furnished will be applicable as

a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

**8-1.11 Laws and Ordinances.** The Contractor and all subcontractors engaged in the performance of the Work must conform to the following specific rules and regulations as well as all other laws, ordinances, rules and regulations that apply to the Work. Nothing in the Special Provisions or Project Plans is to be construed to permit Work not conforming to these codes:

- National Electrical Safety Code, U. S. Department of Commerce
- National Board of Fire Underwriters' Regulations
- California Building Standards Code as adopted by the City
- Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
- Industrial Accident Commission's Safety Orders, State of California
- Regulations of the State Fire Marshall (Title 19, California Code of Regulations) and Applicable Local Fire Safety Codes
- Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.
- Federal, state, and local air pollution control laws and regulations applicable to the Contractor and/or the Work.

**8-1.12 Guaranty.** The Contractor guarantees all of the Work for one year from the date the City accepts the Work. Upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship the Contractor must make good any defects arising or discovered in any part of the Work by diligently commencing the necessary repairs within seven (7) days from the date of notice from the City. If the Contractor fails to make good any defects in the Work in accordance with this provision, in addition to any other available remedy under the Contract or at law or equity, the City may make good or have made good such defects in the Work and deduct the cost from amounts that may be due or become due the Contractor, and/or call on the Contractor's maintenance bond for the cost of making good such defects and for the City's reasonable legal costs, if any, of recovering against the bond. The Contractor will remain responsible for repairing any Work found to be defective regardless of when such defect is discovered by the City.

**8-1.13 Assignment of Unfair Business Practice Claims.** In accordance with California Public Contract Code Section 7103.5, the Contractor and any subcontractors offer and agree to assign to the City all rights, title, and interest in and to all causes of action the Contractor or any subcontractors may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Contract. This assignment will be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

## SECTION 9 Measurement and Payment

**9-1.01 F.O.B. (Freight on Board).** All shipments must be F.O.B. destination to the Work site and/or other sites indicated in the Contract Documents. The Contract Price is all-inclusive (including sales tax). There will be no additional compensation paid for containers, packing, unpacking, damage, or insurance.

### 9-1.02 Payment

1. The Contractor shall submit to the Engineer his or her partial payment estimate by the 15th day of the month, or some other day as agreed to by the Contractor and the Engineer prior to the start of the Work. The partial payment estimate must be a verified application for payment and schedule of values supported by a statement showing all materials installed during the preceding month and the cost of labor expended in the performance of the Work. The Contractor must also provide information with the payment that includes bid item identification and % complete/remaining. Unless otherwise provided in the Contract Documents, no allowances or payments will be made for material or equipment not placed at the Work site.
2. Within ten (10) days after the issuance of the Notice to Proceed, the Contractor shall furnish to the City a detailed Schedule of Values giving a complete breakdown of large lump sum prices and items which include numerous subdivisions of work. The Contractor and City shall jointly review the Schedule of Values and make any adjustments in value allocations if, in the opinion of the City, changes are necessary to establish fair and reasonable allocation of values for the Work components. Front end loading will not be permitted. If, in the City's judgment, more detail (i.e. more items of work) is necessary, the Contractor shall add the additional items identified by the City. The City may also require reallocation of Work components from items in the preliminary schedule if such are allocation is necessary. The Contractor shall submit any necessary revisions for the completed Schedule of Values within 15 days from the Notice to Proceed. The costs indicated in making up this breakdown will be used as a basis for partial payments and shall not be considered as fixing a basis of additions or deductions from the contract.
3. To be eligible for payment the Contractor's applications for payment must be accompanied by certified payroll reports, including "Statement of Non-Performance" for periods where no Work was performed. Certified payroll shall be prepared in accordance with California Labor Code Section 1776 and the Contract for each employee of the Contractor and any subcontractors engaged in the performance of the Work during the preceding months. Applications for payment will not be processed without certified payroll reports.
4. In accordance with California Public Contract Code Section 20104.50, the City will review applications for payment as soon as practicable after receipt. Any application or part of an application that is determined to be improper will be returned to the Contractor as soon as practicable, but no later than seven days after receipt by the City, along with a written description of the reasons why the application is improper. The Contractor's failure to submit a schedule by the time specified in Section 3-1.08, or its submission of a schedule to which the City has taken any uncorrected exception, will serve as a basis for returning an application for payment in its entirety.

5. Unless the Contractor has elected to post securities in lieu of retention in accordance with California Public Contract Code Section 22300 and the Contract, and the Contractor and the City have executed an escrow agreement in accordance with the Public Contract Code and the Contract, the City will make progress payments to the Contractor in accordance with applicable law in the amount of ninety-five (95) percent of the value of the labor actually performed and the material incorporated in the Work as specified in Contractor's verified application for payment upon approval by the City's authorized representative(s). Payment of progress payments will not be construed as acceptance of the Work performed. If the Contractor has elected to post securities in lieu of retention in accordance with Public Contract Code Section 22300 and the Contract and the Contractor and the City have executed an escrow agreement in accordance with the Public Contract Code and the Contract, the City will make payments to the Contractor or the Contractor's escrow agent in accordance with such escrow agreement.
6. Wherever the estimated quantities of Work to be done and materials to be furnished on a unit price basis under this Contract are specified in any of the Contract Documents, including the proposal, such quantities are specified for purposes of comparing bids, and the right is expressly reserved, except as otherwise expressly provided, to increase or diminish such quantities as may be deemed reasonably necessary or desirable by the Engineer to complete the Work. No such increase or diminution will be a basis for claims for adjustments in the Contract Price other than adjustments necessary to reflect the impacts of such changes in quantities based on the applicable contract prices and/or pursuant to Section 4 of this Contract.
7. In accordance with California Public Contract Code Section 20104.50, if the City fails to make a progress payment within thirty (30) days of receipt of an undisputed, properly submitted application for payment, the City will pay the Contractor interest equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of days available to the City to make a payment without incurring an interest obligation pursuant to this provision and California Public Contract Code Section 20104.50 will be reduced by the number of days, if any, by which the City has delayed return of an application for payment beyond the seven day return requirement set forth in Section 9-1.02(d).
8. The City will pay the Contractor's final invoice in accordance with applicable law and this Section 9 following acceptance of the Work provided that:
  - i. The Contractor has furnished evidence satisfactory to the City that all claims for labor and material have been paid, or the time for filing valid stop notices has passed and no stop notices have been filed, or all stop notices filed have been released by valid release or release bond acceptable to the City.
  - ii. No claim has been presented to the City by any person based upon any acts or omissions of the Contractor or any subcontractor engaged in the performance of the Work.
  - iii. No other claim or dispute exists under the Contract or applicable law concerning payment of the Contractor's final invoice and/or release of the Contract retention.

- iv. The Contractor has filed with the City the Maintenance Bond provided in the Contract Documents with duly notarized signatures of an authorized representative of the Contractor and an attorney-in-fact of an admitted surety insurer acceptable to the City and such Maintenance Bond binds the Contractor as Principal and the Surety in accordance with its terms in the amount of 10% of the final Contract Price.

**9-1.03 Non-Allowable Direct Charges.** The following costs are not allowable direct charges under the Contract. The following costs may only be paid under the Contract, if at all, as part of any allowance for contractor overhead and/or profit established under the Contract.

- a. Labor costs in excess of applicable prevailing wages pursuant to the Contract and applicable law, liability and workers compensation insurance, social security, retirement and unemployment insurance and other employee compensation and benefits pursuant to bona fide compensation plans in effect at the time specified for the opening of Project bids for contractor and subcontractor employees engaged in the performance of the Work, or in excess of the labor costs specified in provision 4-1.05 of this Contract in the case of cost impacts involving items for which the Contract Documents do not specify prices, and for which no lump sum amount has been approved by the City. However, in no event will allowable direct labor charges under the Contract include employee bonuses, employee vehicles or vehicle allowances, employee telephones or telephone allowances, or employee housing or housing allowances, whether or not such benefits are part of a bona fide compensation plan in effect at the time specified for the opening of Project bids.
- b. Superintendent labor and clerical labor.
- c. Bond premiums
- d. Insurance in excess of that required under Section 8.8
- e. Utility costs
- f. Work Site office expenses
- g. Home office expenses.
- h. Permit or license costs

**9-1.04 Retention.** The City or its agent may, in accordance with the Contract Documents and applicable law, withhold any payment of monies due or that may become due the Contractor because of:

- a. Defective work not remedied or uncompleted work.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure to properly pay subcontractors or to pay for material or labor.



- d. Reasonable doubt that the Work can be completed for the balance then unpaid.
- e. Damage to another contractor.
- f. Damage to the City.
- g. Damage to a third party.
- h. Delay in the progress of the Work, which, in the City's judgment, is due to the failure of the Contractor to properly expedite the Work.
- i. Liquidated damages or other charges that apply to the Contractor under the Contract.
- j. Any other lawful basis for withholding payment under the Contract.

**9-1.05 Securities in Lieu of Retention.**

- a. In accordance with Public Contract Code Section 22300, except where federal regulations or polices do not permit substitution of securities, the Contractor may substitute securities for any moneys withheld by the City to ensure performance of the Work. At the Contractor's request and expense, securities equivalent to the amount withheld will be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, who will then pay those moneys to the Contractor under the terms of an Escrow for Security Deposit agreement. The Escrow for Security Deposit agreement is provided in the Contract Documents. Upon satisfactory completion of the Work, the securities will be returned to the Contractor.
- b. Alternatively, at the Contractor's request and expense, the City will pay retentions earned directly to the escrow agent. At the Contractor's expense, the Contractor may direct investment of the payments into securities. Upon satisfactory completion of the Work, the Contractor will receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City pursuant to this provision and the terms of the Escrow for Security Deposit agreement. The Contractor will, within 20 days of receipt of payment, pay to each subcontractor the respective amount of interest earned, less costs of retention withheld from each Subcontractor, on monies withheld to ensure the Contractor's performance of the Work.
- c. Securities eligible for investment in accordance with this provision include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.
- d. The Contractor will be the beneficial owner of any securities substituted for moneys withheld and will receive any interest thereon.

## SECTION 10 Project Acceptance and Closeout

**10-1.01 Occupancy.** The City reserves the right to occupy or use any part or parts or the entire of the Work before the Work is fully performed. Subject to applicable law, exercising this right will in no way constitute acceptance of any part of the Work so occupied or used or acceptance of the entire Work, nor will such occupancy or use in any way affect the times when payments will become due the Contractor, nor will such occupancy or use in any way prejudice the City's rights under the Contract, any Contract bonds, or at law or equity. Occupancy or use will not waive the City's rights to assess liquidated damages in accordance with Section 7 after the date of such occupancy or use.

**10-1.02 Work Completion and Final Inspection.** When the Contractor considers the Work is completed, the Contractor will submit written certification to the Engineer specifying that: the Contract Documents have been reviewed; the Work has been inspected for compliance with the Contract Documents; the Work has been completed in accordance with the Contract Documents; and that equipment and systems have been tested in the presence of the City's representative and are operational. The City and/or the City's authorized representatives will make an inspection to verify that the Work is complete and will notify the Contractor in writing of any incomplete or deficient Work. The Contractor will take immediate steps to remedy the stated deficiencies and give notice of correction to the Engineer. Upon receiving a notice of correction, the City or the City's authorized representatives will re-inspect the Work. The Contractor must correct all punch list items within 10 working days after the issuance of the punch list

### **10-1.03 Work Acceptance.**

- a. All finished Work will be subject to inspection and acceptance or rejection by the City, the Engineer, and the Architect or other government agencies having jurisdiction over the Work. Final acceptance of the Work will be at the discretion of the City.
- b. The City will accept the Work in writing only when the Work has been completed to the City's reasonable satisfaction. Progress payments will in no way be construed as acceptance of any part of the Work.
- c. In evaluating the Work, no allowance will be made for deviations from the Special Provisions, Project Plans or other Contract Documents unless already approved in writing in accordance with the requirements of Section 4, above.
- d. The fact that the Work and materials have been inspected from time to time and that progress payments have been made does not relieve the Contractor of the responsibility of replacing and making good any defective or omitted work or materials in accordance with the requirements of the Contract Documents.

## SECTION 11 Remedies and Disputes

**11-1.01 Failure to Correct Work.** Within ten (10) working days of receiving written notice from the City describing Work that is defective or that is otherwise not in accordance with the requirements of the Contract and/or applicable law and directing that such Work be corrected, the Contractor and/or the Contractor's sureties must give the City written notice of the intent of the Contractor and/or the Contractor's sureties to correct such Work and commence correction of such Work in accordance with the City's notice and the Contract. If the Contractor and/or the Contractor's sureties do not give the City written notice of intent to correct such Work and commence correction of such Work within ten (10) working days of receipt of the City's notice, then the City may correct such work and/or have such work corrected for the account and at the expense of the Contractor and/or its sureties, and the Contractor and/or its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other remedies that the City may have under the Contract and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the contractor.

### 11-1.02 Termination.

- a. In accordance with California Public Contract Code Section 7105, in addition to all other available remedies that the City may have under the Contract, and at law or equity, the City may terminate the Contract:
  1. If the Contractor or any of its subcontractors engaged in the performance of the Work fails to timely perform the Work and/or any of the Contractor's material obligations under the Contract Documents, including but not limited to submission of an acceptable schedule, that have accrued except for due to reasons beyond the control of the Contractor pursuant to the Contract Documents.
  2. If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.
  3. If the Contractor or any of the subcontractors engaged in the performance of the Work persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper materials for the timely completion of the Work.
  4. If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the Work or for material or labor used in the performance of the Work in accordance with the Contract Documents and applicable law.
  5. If the Contractor or any subcontractors engaged in the performance of the Work persistently disregards laws or ordinances applicable to the performance of the Work, or the instructions of the City, the Engineer, the Architect, or other authorized representatives of the City.
  6. For any reason or for no reason, at the City's sole discretion.

- b. If the City intends to terminate the Contractor's control of the Work for any of the reasons specified in Section 11-1.102(a) 1 through 5, above, the City will immediately serve written notice to the Contractor and its sureties in accordance with the Contract Documents. Notice of the City's intent to terminate the Contract will be given by registered or certified mail and specify the grounds for termination, the required cure and the time by which the cure must be effected. Upon receipt of notice of the City's intent to terminate the Contract for any of the reasons specified in Section 11-1.102(a) 1 through 5, the Contractor will have ten (10) days from receipt of the notice or a longer time specified in the notice to cure its default. If the Contractor does not affect the required cure by the time specified in the notice, the City will issue a written notice of termination to the Contractor and its sureties by registered or certified mail. The notice of termination will specify: that upon receipt of the notice the Contractor's right to perform or complete the Work, including on behalf of the Contractor's sureties, is terminated; that the Contractor's sureties will have the right to take over and complete the Work and perform all of the Contractor's remaining obligations that have accrued under the Contract; and that if the Contractor's sureties do not both give the City written notice of their intention to take over and perform the Contract and commence completion of the Work and performance of all of the Contractor's remaining obligations that have accrued under the Contract within ten (10) days after receipt of notice of termination that the City may declare the Contractor's sureties in default and take over the completion of the Work or have the Work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other available remedies that the City may have under the Contract Documents and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor.
- c. Upon termination of the Contractor's control of the Work for any of the reasons specified in Section 11-1.102(a) 1 through 5, the Contractor will, if so directed by the City, immediately remove from the Work site any and all materials and personal property belonging to the Contractor which have not been incorporated in the Work and the Contractor and its sureties will be liable upon their bond for all damages caused the City by reason of the Contractor's failure to complete the Work.
- d. Upon termination of the Contractor's control of the Work for any of the reasons specified in Section 11-1.102(a) 1 through 5, above, the City reserves the right to refuse tender of the Contractor by any surety to complete the Work.
- e. If the City completes or has completed any portion of, or the whole of the Work, following termination of the Contractor's control of the Work for any of the reasons specified in Section 11-1.102(a) 1 through 5, above, the City will neither be liable for nor account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such Work is performed, or for any changes made in such Work or for the money expended in satisfying claims and/or suits and/or other obligations in connection with completing the Work. If, following termination of the Contractor's control of the Work for any of the reasons specified in Sections Section 11-1.102(a) 1 through 5, above, the unpaid balance of the Contract Price exceeds the expense of completing the Work, including compensation for additional legal, managerial and administrative services and all other amounts due for the completion of the Work and/or satisfaction of claims of the City and/or others arising out of the Contract and any other charges that apply to the Contractor under the Contract, the difference will be paid to the Contractor. If such

expenses of completing the Work exceed the unpaid balance of the Contract Price, the Contractor or its sureties will pay the difference to the City.

- f. If the Contract or Contractor's control of the Work is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.
- g. In accordance with California Government Code Section 4410, in the event a national emergency occurs, and public work being performed by contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the City and the Contractor may, by written agreement, terminate the Contract. In accordance with California Government Code Section 4411, such an agreement will include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party will pay to the other or any other person, under the facts and circumstances in the case. Compensation to the Contractor will be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the Work for which there is a separate contract price, the Contract price will control. The parties may in any other case adopt the Contract price as the reasonable value of the work or any portion of the work done.

### **11-1.03 Disputes.**

- a. In accordance with California Public Contract Code Section 20104.2, the following procedures apply to claims of \$375,000 or less between the Contractor and the City:
  - 1. The claim must be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
  - 2. For claims of less than fifty thousand dollars (\$50,000), the City will respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor.
  - 3. If additional information is thereafter required, it will be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor.
  - 4. The City's written response to the claim, as further documented, will be submitted to the Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.



5. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City will respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor.
  6. If additional information is thereafter required, it will be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor.
  7. The City's written response to the claim, as further documented, will be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
  8. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City will schedule a meet and confer conference within 30 days for settlement of the dispute.
  9. Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed will be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
  10. This section 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 claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- b. In accordance with California Public Contract Code Section 20104.4, the following procedures apply to civil actions to resolve claims of \$375,000 or less between the City and the Contractor:
1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court will submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process will provide for the selection within 15 days by both parties of a disinterested third person as mediator, will be commenced within 30 days of the submittal, and will be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

2. If the matter remains in dispute, the case will be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) will apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
  3. Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article will be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators will be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses will be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event will these fees or expenses be paid by state or county funds.
  4. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment must, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
  5. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.
- c. In accordance with California Public Contract Code Section 20104.6:
1. The City will not fail to pay money as to any portion of a claim, which is undisputed except as otherwise provided in the Contract.
  2. In any suit filed under Public Contract Code Section 20104.4 concerning this Contract, the City will pay interest at the legal rate on any arbitration award or judgment. Such interest will accrue from date the suit was filed.

## SECTION 12 Additional Provisions

**12-1.01 Description of Work.** The Work in general consists of replacing installing new ADA-compliant pedestrian ramps along State Route (SR) 116 at the following four intersections: SR 116 / Hurlbut Ave, SR 116 / Cleveland Ave, SR 116 / N. Main St and Sr 116 / Wallace St. and pedestrian safety enhancements along Bodega Avenue at the uncontrolled crossings at Robinson Road and Florence Avenue, and other such items of work as are required to complete the Project in accordance with this Contract, the Project Plans and Special Provisions.

All Work shall conform to the requirements of the City of Sebastopol Standard Details and Specification Details as they apply, and any modifications or additions herein and/or on the Project Plans.

Work shown on the plans and/or described within the Contract Documents that is not specifically referenced or contained on the bid item list shall be considered as paid for by the various items of work and no additional compensation will be provided.

The estimate of the quantities of Work to be done is approximate only, being as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the amount or any portion of the work as directed by the Engineer.

Incidental items of construction necessary to complete the Work in a satisfactory and acceptable manner as shown on the Project Plans and as provided for in the City Special Provisions and not specifically referred to in this section, shall be considered part of the Work and will be understood to be furnished by the Contractor at no additional cost.

**12-1.02 Construction Limitations.** The Contractor will be expected to conduct his or her operations in a manner; which creates a minimum to the natural vegetation and landscape. Ingress and egress must be via the existing right of way. Care must be exercised to avoid hazards that may cause injury to persons, animals or property either during working hours of after work hours, which will include dust control, backfilling trenches immediately following pipe laying and temporary fencing as required. Excavation made under this Contract must be backfilled before leaving the work for the night.

The Contractor will be responsible for obtaining permission from the property owners for any construction outside of the Work site or easements as shown on the plans. Equipment will be restricted to the immediate area of construction; pipe trenches will be backfilled as soon as possible.

Receptacles for construction residue, including oil, cleaning fluids, and litter, must be covered. Such residues must be disposed of in a proper manner.

Construction activity within the existing right-of-way must be scheduled to minimize traffic inconvenience and safety hazards to motorists, pedestrians and cyclists.

**12-1.03 Order of Work.** Work as shown on the project plans and described herein shall be constructed in a sequence that is satisfactory to and approved by the Engineer. Additional Order of work requirements may be found on the project plans or within the Special Provisions.

**12-1.04 Storm Water Pollution Prevention.** The Contractor must perform the Work in compliance with all applicable requirements of the California State Water Resources Control Board pursuant to Order No. 99-08-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 (“General Permit”) adopted pursuant to regulations adopted by the U.S. Environmental Protection Agency (USEPA) on November 16, 1990 and codified in 40 Code of Federal Regulations Parts 122, 123, 124. The General Permit applies to storm water discharges from construction sites that disturb land equal to or greater than one acre, and to construction activity that results in soil disturbances of less than one acre if the construction activity is part of a larger common plan of development that encompasses one or more acre of soil disturbance or if there is significant water quality impairment resulting from the activity. The General Permit requirements that may apply to the Contractor’s performance of the Work include, but are not limited to:

- a. Development and implementation of a Storm Water Pollution Prevention Plan (“SWPPP”) that specifies Best Management Practices (“BMPs”) that will prevent all construction pollutants from contacting storm water and with the intent of keeping all products of erosion from moving off site into receiving waters.
- b. Elimination or reduction of non-storm water discharges to storm sewer systems and other waters of the nation.
- c. Inspection of all BMPs.

Portions of the Work that may be subject to the General Permit include, but are not limited to clearing, grading, stockpiling and excavation.

Prior to commencing performance of the Work, the Contractor must prepare and file a Notice of Intent to obtain coverage under the General Permit, a vicinity map, and the applicable fee, with the California State Water resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, California 95812-1977.

Prior to commencing performance of the Work the Contractor must also prepare an SWPPP in accordance with all applicable requirements of the General Permit and submit the SWPPP to the Engineer for approval.

The Contractor must also develop and implement a monitoring program to verify compliance with the General Permit.

The SWPPP must include a Work site map. Geometric equations, notes, details, and all data not related to water pollution control work shall be removed to provide clarity. A copy of the Project Plans must be used as a base plan, with the pertinent stage of construction shown as an overlay to accurately reflect Project site conditions at various phases of construction.

The Contractor must revise and update the SWPPP whenever there is a change in construction operations that may affect the site drainage patterns or discharge of pollutants to surface waters, ground waters, or a separate municipal storm sewer system.

Any fines, damages, Work delays or other impacts that result from failure of the Contractor or privities or agents of the Contractor to fully comply with the requirements of the General Permit or to fully implement the SWPPP will be solely the responsibility of the Contractor.

The Contractor must keep a copy of the General Permit, together with updates and revisions, at the Project site and provide copies of the SWPPP at the request of the City.

**12-1.05 Maintaining Traffic and Pedestrian Operations.** The Contractor must conduct his or her operations so as to cause the least possible obstruction and inconvenience to public traffic. Unless otherwise approved by the Engineer, all traffic must be permitted to pass through the Work.

Due to the need to accommodate and minimize inconvenience to the public, unless expressly specified or approved in writing by the Engineer, no road closures will be permitted. Public vehicular and pedestrian traffic must be allowed to travel through the Work area with an absolute minimum of interruption or impedance unless otherwise provided for in the Contract or approved in writing by the Engineer. The Contractor must make provisions for the safe passage of pedestrians around the area of Work at all times.

Residents affected by construction must be provided passage and access through the Work area to the maximum extent possible. Where existing driveways occur on the street, the Contractor must make provisions for the trench crossings at these points, either by means of backfill or by temporary bridges acceptable to the Engineer, so that the length of shut-down of any driveway is kept to a minimum. In addition, all driveways must be accessible at the end of each workday, and no driveway or property access may be closed for more than four (4) hours during the workday. Access to driveways, houses, and buildings along the road or street must be as convenient as possible and well maintained, and all temporary crossings must be maintained in good condition. To minimize the need for and complexity of detours, not more than one crossing or street intersection or road may be closed at any one time without the written approval of the Engineer.

The Contractor must provide multiple, advance written notices of closures to all affected property owners in a form approved by the Engineer.

Except as otherwise approved by the Engineer, the stockpiling or storing of material in City streets or right of way shall be prohibited. Where this is unavoidable, all such materials must be piled or stored in a manner that will not obstruct sidewalks, driveways, or pedestrian crossings. Gutters and drainage channels must be kept clear and unobstructed at all times. All such materials shall be stored and handled in a manner that protects City streets, sidewalks, or other facilities from damage.

Where approved in advance by the Engineer, the Contractor must construct and maintain detours for the use of public traffic at his or her own expense. Failure or refusal of the Contractor to construct and maintain detours so approved at the proper time will



be a material breach of the Contract subject to any and all remedies available pursuant to the Contract Documents and at law and equity. Such remedies include, but are not limited to, termination pursuant to Section 11.

Throughout performance of the Work the Contractor must construct and adequately maintain suitable and safe crossings over trenches and such detours as are necessary to care for the public and private traffic at all times including Saturdays, Sundays and holidays.

The Contractor will be responsible for keeping all emergency services, including the Sebastopol police and fire departments informed of obstructions to, or detours around any public or private roads caused by reasons of his or her operations.

The Contractor must comply with the State of California, Department of Transportation Manual of warning signs, lights, and devices for use and performance of work within the job site.

The fact that rain or other causes, either within or beyond the control of the Contractor, may force suspension or delay of the Work, shall in no way relieve the Contractor of his or her responsibility of maintaining traffic through the Project and providing local access as specified in this section. The Contractor must, at all times, keep on the job such materials, force and equipment as may be necessary to keep roads, streets and driveways within the Project open to traffic and in good repair and shall expedite the passage of such traffic, using such force and equipment as may be necessary.

Full compensation for conforming to the requirements of this section will be deemed included in the prices paid or the various Contract items of Work and no additional allowances will be made therefore.

**12-1.06 Public Safety.** The Contractor must at all times conduct the Work in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to ensure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the work.

No pedestrian or vehicle access way may be closed to the public without first obtaining permission of the Engineer.

Should the Contractor fail to provide public safety as specified or if, in the opinion of the Engineer, the warning devices furnished by the Contractor are not adequate, the City may place any warning lights or barricades or take any necessary action to protect or warn the public of any dangerous condition connected with the Contractor's operations and the Contractor will be liable to the City for, and the City may deduct from amounts due or that may become due the Contractor under the Contract, all costs incurred including, but not limited to, administrative costs.

Nothing in this section will be construed to impose tort liability on the City or Engineer.

**12-1.07 Preconstruction Conference.** A pre-construction conference will be scheduled, at which time the Contractor must present his or her proposed work schedule in accordance with Section 3-1.08 of the General Provisions, information concerning offsite yards, subcontractors, location of disposal and stockpile areas, and traffic control plans. All

such schedules will be subject to the approval of the Engineer and the applicable agencies

**12-1.08 Owner Notification.** The Contractor must notify all property owners and businesses affected by the Work at least 48 hours before Work is to begin. The notice must be in writing in the form of a door hangar, and must indicate the Contractor's name and phone number, type of work, day(s) and time when Work will occur. Notices must be reviewed in advance and approved by the Engineer.

**12-1.09 Emergency Service Providers Notifications.** The Contractor must furnish the name and phone number of the Safety Supervisor appointed in Section 13 to the City Police Department dispatcher for contact in the event of an emergency and shall keep such information updated as required to provide 24-hour phone access.

**12-1.10 Clean up.** Section 4-1.02 of the Caltrans Standard Specifications is made a part of this Contract.

Before final inspection of the work, the Contractor must clean the construction site and all ground occupied by him in connection with the work, of all rubbish, excess material, falsework, temporary structures and equipment. All parts of the work shall be left in a neat and presentable condition.

Nothing herein shall require the Contractor to remove warning, regulatory, and guide signs prior to formal acceptance by the Engineer.

**12-1.11 Obstructions.** Section 15, "Existing Highway Facilities", of the Caltrans Standard Specifications, is made a part of this Contract; except that measurement and payment shall be as described herein.

Attention is directed to the possible existence of overhead and underground power, telephone, and television cable poles, underground sewer mains and laterals, underground gas mains, and underground water mains and laterals within the area in which construction is to be performed.

Prior to starting work, the Contractor must (a minimum of 2 working days in advance) call Underground Service Alert (USA), toll free, at (800) 642-2444 and provide USA with all necessary data relative to the proposed work. USA will accept calls and process information to participating agencies that have underground facilities in the area between the hours of 7:30 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. Between the hours of 5:00 p.m. and 7:30 a.m. calls will be recorded and then processed after 7:30 a.m. For emergency situations, after hours and on Saturdays, Sundays and holidays, the Contractor shall contact the organization owning the affected facility. Upon notification, agencies having facilities in the area of the proposed excavation will mark their locations in the field using USA standard colors and codes to identify the facility.

The Contractor will be required to work around public and private utility facilities and other improvements that are to remain in place within the construction area and he will be held liable to the owners of such facilities or interference with service resulting from his operations.

**12-1.12 Hours of Work.** Unless otherwise specified herein, all construction activity, except for emergency situations, will be confined to Monday through Friday between the hours of 7:00 a.m. and 8:00 p.m. Mufflers and/or baffles will be required on all construction equipment to control and minimize noise. The Contractor must comply with all applicable noise regulations in the City's Municipal Code.

Saturday, Sunday, holidays and overtime shall not be regarded as working days. Work shall not be allowed on non-working days without the expressed approval of the Engineer. The Contractor shall make a request for approval in writing with the stipulation (implied or expressed) that the Contractor shall pay for all overtime labor charges at the City's actual cost recovery rate for the City's contract inspector and/or resident engineer. All overtime labor charges shall be deducted from the final payment along with any liquidated damages.

Work necessary for the proper care and protection of work already performed or in case of emergency may be allowed without permission of the Engineer.

**12-1.13 Dust Control.** The Contractor must furnish all labor, equipment, and means required and carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance. The Contractor will be responsible for any damage resulting from any dust originating from the performance of the Work. The use of water resulting in mud on streets, sidewalks, or driveways, will not be permitted as a substitute for sweeping or other methods of dust control. The Contractor may not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

Dust control must conform to the provisions in Section 10-5, "Dust Control", of the Caltrans Standard Specifications, which section is made a part of this Contract.

No separate payment will be made to the Contractor for controlling dust, whether caused by construction traffic or by public traffic only. Full compensation for dust control will be considered as included in the Contract Price paid for the various items of work and no additional compensation will be allowed, therefore.

**12-1.14 Water For Construction And Dust Control.** Contractors may obtain water from a filler line located at the City Corporation Yard, 714 Johnson Street, or from an alternate source approved by the Public Works Superintendent prior to the start of construction. Contact the Sebastopol Public Works Department for information. Unauthorized use of City hydrants or water outlets is not allowed and will result in legal proceedings by the City of Sebastopol.

**12-1.15 Sanitary Provisions.** The Contractor must maintain such camps, as he or she may establish for the housing and feeding of the laborers, employed by him or her for the Work, in accordance with the status and general health laws of the State of California pertaining to the sanitation of dwelling and camps and in conformity with such rules and regulations pertaining to labor camps, as have been or may hereafter be prescribed by the State Board of Health or by the Commission of Emigration and Housing of California acting in conjunction with said State Board of Health.

**12-1.16 Protection And Restoration Of Vegetation.** Trees, lawns, shrubbery and vegetation that are not to be removed must be protected from damage or injury. Existing trees, shrubs, and other plants, that are not to be removed and are injured or damaged by reason of the Contractor's operations, must be replaced by the Contractor in accordance with the requirements in Section 20-3.01C(4), "Replacement Plants", of the Caltrans Standard Specifications. Section 20-3.01C(4) of the Caltrans Standard Specifications is made a part of this Agreement.

When it is necessary to excavate adjacent to existing trees, shrubs, or hedges, the Contractor must use all possible care to avoid injury to the trees, shrubs, or hedges and their roots. No roots or limbs two inches (2") or larger in diameter may be cut without the express approval of the Engineer.

All roots two inches (2") in diameter and larger left in place must be wrapped with burlap to prevent scarring or excessive drying. When it is necessary to cut limbs and branches of trees to provide clearance for equipment used in construction, the Contractor must repair the damaged areas by properly painting with an emulsified asphalt type seal. All cuts through 1/2" or larger roots and limbs must be hand trimmed and cleanly cut before being repaired.

**12-2.01 Cultural Resources.** In accordance with the National Historic Preservation Act of 1966 (U.S.C. 470), the following procedures are implemented to insure historic preservation and fair compensation to the Contractor for delays attendant to the cultural resources investigation. Contractor hereby agrees to comply with these procedures.

**12-2.02 Surplus Material.** All material removed or excavated during the course of construction will be surplus. All surplus material will be the property of the Contractor and be disposed of outside the right-of-way, unless the City elects to salvage certain objects that are determined to be of historical interest. The City reserves the right of ownership of all objects that it elects to salvage, and the Contractor must protect such objects from subsequent damage until delivered unto the care of the owner.

**12-2.03 Historical Finds.** In the event potential historical, architectural, archeological, or cultural resources (hereinafter called cultural resources) are discovered during subsurface excavations at the site of construction, the following procedures will apply:

1. The Contractor must immediately notify the Engineer and stop any Work which may jeopardize the find pending an investigation of its significance;
2. The Engineer will select a qualified archeologist (such as through the Northwest Information Center at Sonoma State University or other official contact) and wait for an archeologist to complete an evaluation of significance before continuing Work in that area.
3. The Engineer will supply the Contractor with a "Stop Work Order" directing the Contractor to cease all portions of the Work that the Engineer determines may impact the find. The "Stop Work Order" will be effective until a qualified archeologist assesses the value of the potential cultural resources. The "Stop Work Order" will contain the following:
  - a. A clear description of the Work to be suspended;

- b. Any instructions regarding issuance of further orders by the Contractor for materials services;
  - c. Guidance as to action to be taken regarding subcontractors;
  - d. Any direction to the Contractor to minimize costs; and
  - e. Estimated duration of the temporary suspension.
4. If the archaeologist determines the potential find is a bona fide cultural resource, the Engineer may extend the duration of the "Stop Work Order" in writing, and if so the "Stop Work Order" will remain in effect and Work subject to the "Stop Work Order" may not resume work until authorized by the Engineer.

**12-2.04 Cultural Resources Defined.** Possible indicators that a cultural resource has been found include, but are not limited to the following:

1. Prehistoric-era archaeological site indicators: obsidian tools, tool manufacture waste flakes, grinding and other implements, dwelling sites, animal or human bones, fossils, and/or locally darkened soil containing dietary debris such as bone fragments and shellfish remains.
2. Historic-era site indicators: ceramic, glass, and/or metal.

**12-2.05 Engineer's Discretion.** Once possible cultural resources are found at the Work site, the Engineer may use discretion to continue the work, regardless of the cultural resource find, if the Engineer determines that there are overriding considerations such as the instability of the excavation site, that there are weather or other conditions which would preclude leaving the site exposed, or if the site would be unsafe to workers who would retrieve cultural resource items from therein.



## SECTION 13 Safety Rules and Requirements

### 13-1.01 General

- a. Within ten (10) working days following notice of award the Contractor must submit to the City a safety program for the Work site (“Contractor’s Safety Program”) and provide evidence that the Contractor’s safety policies and procedures relevant to the Work.
- b. The Contractor shall insure that its employees and subcontractors, as well as visitors and others brought onto the Work site under the authority of the Contractor, shall, at all times, observe all applicable Local, State and Federal safety requirements as well as the safety rules and requirements contained in this Contract including, but not limited to, the Contractor’s Safety Program.
- c. In accordance with generally accepted construction practices and applicable law, the Contractor will be solely and completely responsible for conditions at the Work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. For purposes of California Labor Code Section 6400 and related provisions of law, the Contractor and the Contractor’s privities and any other entities engaged in the performance of the Work will be “employers” responsible for furnishing employment and a place of employment that is safe and healthful for all employees of any such entities engaged in the performance of the Work. Neither the City nor its officials, officers, employees, agents, volunteers or consultants will be “employers” pursuant to California Labor Code Section 6400 and related provisions of law with respect to the Contractor, the Contractor’s privities or other entities engaged in the performance of the Work.
- d. The Contractor agrees with respect to the Work, and the Work site, the Contractor will be responsible for not creating hazards and for having hazards corrected and/or removed, for taking appropriate, feasible steps to protect the Contractor’s employees from such hazards and that the Contractor has instructed and/or will instruct its employees to recognize such hazards and how to avoid the associated dangers.
- e. The Contractor will be solely responsible for the implementation and maintenance of safety programs to ensure that the Work site is maintained and the Work is performed in a safe manner in accordance with the Contract and applicable law. If the Contractor damages City equipment or property, the Contractor shall report the incident to the Engineer on or before the next calendar day and provide such information as necessary for the City to evaluate the damage.
- f. The Contractor shall submit a written request to the Engineer in order to obtain keys or other devices to gain access to City facilities. Keys and other devices shall not be copied or otherwise replicated and shall remain in the possession of

the Contractor and its employees or subcontractors at all times and shall be returned to the City when no longer required to complete the Work.

- g. The Contractor must furnish and place proper guards and systems for the prevention of accidents, including, but not limited to, those systems required pursuant to Title 8, Section 1670 et seq. of the California Code of Regulations concerning safety belts and nets. The Contractor must provide and maintain any other necessary systems or devices required to secure safety of life or property at the Work site in accordance with accepted standards of the industry and applicable law. The Contractor must maintain during all night hours sufficient lights to prevent accident or damage to life or property.
- h. Examination, inspection, investigation, and review by the City and or its employees and representatives, of the Contractor's Safety Plan or the Contractor's performance of the Work will not constitute review or approval of the adequacy of the Contractor's safety measures in, on, or near the Work site and shall not relieve the Contractor of any of the Contractor's obligations under the Contract and applicable law to ensure that the Work site is maintained and the Work is performed in a safe manner.

#### **13-1.02 Safety Supervisor; Hazardous Substances**

- a. The Contractor shall designate an individual who is qualified and authorized to supervise and enforce compliance with the Contractor's Safety Program ("Safety Supervisor"). The Contractor shall notify the Engineer in writing prior to the commencement of the Work of the name and contact information of the Safety Supervisor. The Safety Supervisor shall be either a full-time employee of the Contractor or a contracted safety consultant with experience and/or professional certifications indicating experience in construction safety. The Safety Supervisor shall provide the City, upon request, with weekly safety inspection reports identifying hazards found and corrective actions taken. The Safety Supervisor shall also be responsible for supervising compliance with applicable safety requirements on the Work site and to develop and implement safety training for all job personnel. The City shall have the authority, but not the duty, to require the Contractor replace the Safety Supervisor if the Supervisor's performance is judged by the City to be improper or inadequate.
- b. Prior to beginning the Work, the Contractor shall review the City's Hazard Communication Program. In addition, if the Contractor brings any substance onto City property, other than gasoline or diesel fuel, for which a manufacturer has prepared a Materials Safety Data Sheet (*MSDS*), in quantities greater than 25 pounds, 200 cubic feet, or five gallons; or any substance defined in Cal/OSHA regulations as "acutely hazardous;" or if the Contractor's work activities may expose City employees to any of the substances described above, the Contractor shall first complete and submit to the Engineer a "Report of Use/Storage of Hazardous Substances on City Property" form (*form(s) provided at Project's Pre-Construction meeting*).

### 13-1.03 Non-Compliance with Safety Rules and Regulations

- a. In the event the Contractor fails to comply with applicable Local, State and Federal safety requirements, or the safety rules and requirements contained in this Contract including the provisions of the Contractor's Safety Plan, the City reserves the right to (i) notify the Contractor of its failure to comply, and the reasons therefore, and require that the Contractor immediately undertake, at Contractor's own expense, all actions necessary to bring the Contractor and/or the Project into compliance and (ii) exercise the right to suspend all or part of the Work if the Contractor fails or refuses to undertake and complete such corrective action within the time specified in the notice.
- b. No extension of time or additional compensation will be granted as a result of any suspension of the Work and any issuance by the City of any notice or suspension order shall not operate to waive or otherwise diminish the (i) Contractor's obligations under this Contract to provide a safe Work site or (ii) City's right to pursue or enforce any remedy, power or right under the Contract or otherwise available at law.

### 13-1.04 Accidents and Safety Emergencies

- a. In accidents or emergencies affecting the safety or protection of persons, the Work, the Work site, or property adjacent thereto, the Contractor shall immediately act to prevent threatened damage, injury or loss and notify the Engineer as soon as possible of the facts and circumstances surrounding the emergency including the involvement of any emergency responders (police, fire, medical, etc.).
- b. The City reserves the right to conduct an investigation of the accident or emergency either in conjunction with, or separate of, the Contractor, and the Contractor shall provide the City all access necessary to permit the City to perform a full and complete investigation, the scope of which shall be at the sole discretion of the City.
- c. Within 24 hours of accidents or emergencies involving in-patient hospitalization or a fatality, the Contractor shall provide the Engineer with a completed Contractor's Injury/Fatality Incident Report (*form(s) provided at Project's Pre-Construction meeting*). The Contractor shall also notify the Engineer in writing of any claims brought against the Contractor, or any subcontractor, judicial or otherwise, related to any such injuries and/or fatalities including a copy of such claim(s).

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## SECTION 14-1 GENERAL

**14-1.01 Order of Work.** Order of work shall conform to the provisions in Section 5, "Control of Work," of the Standard Specifications and these Specifications.

Attention is directed to Section 12-1.03, "Order of Work" of the General Provisions, and Section 14-1.11, "Notice to Area Residents" of these Specifications, as a controlling scheduling item of work.

The Contractor shall submit the following technical information prior to the pre-construction conference:

1. Emergency Contact Numbers for Prime and Subcontractors.
2. Proposed sequencing of work including street closure and lane closure sequences.
3. Traffic Control Plans specific to State Route 116 and intersecting streets.

The Order of Work shall be as follows:

1. Applicable Traffic Control
2. Notice to Area Residents, Commercial Property Owners and Commercial Tenants as Applicable to Schedule
3. Pavement and Selected Curb, Gutter, Sidewalk, Ramp and Miscellaneous Demolition
4. Utility Improvements including pipelines, drain inlets, valves
5. Subgrade / Base Preparation
6. Aggregate Base Placement and Compaction
7. P.C.C., Curb, Gutter, Sidewalk, Cobble Hardscape, Landscape Rock, Concrete Step Accessible Ramp Construction, Detectable Warning Surfaces
8. Hot Mix Asphalt Placement
9. Crosswalk, Curb, Pavement Marking Delineation
10. Project Cleanup

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed.

**14-1.02 Relations with California Regional Water Quality Control Board.** This location is within an area controlled by the Regional Water Quality Control Board. The Contractor shall fully inform himself of all rules, regulations, and conditions that may govern his operations in said area and shall conduct his work accordingly.

The Contractor shall comply with the regulations of the North Coast Regional Water Quality Board and the discharge prohibitions and guidelines pertaining to construction activities listed on pages 1-5-7 through 1-5-9 of the Water Quality Control Plan North Coastal Basin dated April, 1975.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed.

**14-1.03 Progress Schedule.** Progress schedules will be required for this contract and shall conform to the provisions in Section 3-1.08, "Project Schedule" of the General Provisions, and Section 8-1.02, "Schedule," of the Standard Specifications.

In additions to the provisions in the above-mentioned Section 3-1.08, "Project Schedule" of the General Provisions, and Section 8-1.02, "Schedule," of the Standard Specifications, the progress schedule shall identify refuse collection days. The schedule for demolition, subgrade / base preparation, aggregate base placement, hot mix asphalt placement, striping and marking shall include a makeup day to be included in posting no parking and notices to area residents, business owners and tenants such that all of the scheduled work will be completed within the scheduled periods. Failure to complete schedule work which results in rescheduling, reposting no parking signs, and redistribution of notices to area residents, all of which shall be at the Contractor's expense and shall not be a basis for time extensions unless caused by unforeseen weather.

Requests for changes in the schedule must be submitted to the City for approval at least 48 hours prior to construction of ADA ramps improvements.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed.

**14-1.04 Cooperation.** Attention is directed to Sections 5-1.20, "Coordination with Other Entities," of the Standard Specifications and these Specifications.

In some instances, the Contractor may be required to coordinate work and share work areas with City of Sebastopol, Caltrans, PG&E, AT&T, Comcast, and the City's other contractors. The Contractor shall always cooperate with the City and with utility agencies and other contractors in the vicinity of the project and as directed by the City.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed.

**14-1.05 Safety.** Attention is directed to Section 12-1.06, "Public Safety" and Section 13, "Safety Rules and Requirements" of the General Provisions, and Section 7-1.04 "Public Safety" of the Standard Specifications, and these Specifications. The Contractor is hereby specifically informed that under this contract he has the sole responsibility for the safety of his work, including his workforce, equipment and that of subcontractors, and of the general public as they may come in contact with the work. The City or City's Inspector has specifically not been hired to review the Contractor's safety or methods of operation.

**14-1.06 Obstructions.** Attention is directed to Section 12-1.11, "Obstructions" of the General Provisions, and Section 5-1.36D, "Non-Highway Facilities," and Section 15 "Existing Facilities," of the Standard Specifications and these Specifications.

Attention is directed to the possible existence of underground gas mains, gas services, water mains, fire hydrants, water services, sewer mains, sewer laterals, storm drains and underground power, telephone and cable T.V. facilities within the area in which

construction is to be performed. The Contractor will be required to protect these facilities, as needed, to perform work in accordance with the Plans.

The Contractor will be required to protect existing pavement, curb, gutter, sidewalk, access ramps, traffic signal standards, street name signs, stop signs, landscaping and other improvements that are to remain in place within the construction area. The Contractor will be required to protect gas, water, sewer, storm drainage power, telephone and cable television facilities within the construction area and will be held liable to the owners of such facilities for interference or damage resulting from their operations.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed.

**14-1.07 Hours of Work.** Attention is directed to Section 12-1.12, "Hours of Work" of the General Provisions. Except as stated below, no construction is permitted on Saturdays or Sundays. The Contractor's attention is directed to restrictions in the section entitled "Maintaining Traffic," Part III – Section 30 of the Special Provisions.

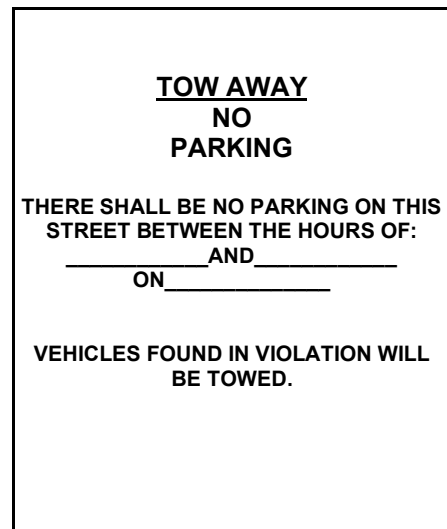
**14-1.08 Dust.** Dust control shall conform to the provisions in Section 12-1.14, "Dust Control" of the General Provisions, and Section 14-5, "Dust Control," of the Standard Specifications and these Specifications.

No separate payment will be made to the Contractor when the City orders the application of water for the purpose of controlling dust. Full compensation for such dust control will be considered as included in the prices paid for the various items of work involved, and no additional compensation will be allowed.

**14-1.09 Construction Area Signs.** Comply with Part III – Section 29 of the Special Provisions. Construction area signs shall be paid as part of the bid item for Traffic Control. No separate payment will be made, therefore.

**A. Removal of On-Street Parking:** Not more than forty-eight (48) hours prior to construction, the Contractor shall place barricades signed "NO PARKING - TOW AWAY - Specific Time and Date(s)" at 30- to 40-foot intervals in the work area. The first and last sign shall also be stenciled with the word "BEGIN" or "END" as appropriate to delineate the limits of the no parking area (See example).

"NO PARKING - TOW AWAY" signs shall be submitted for approval by the City before their use. The Contractor shall notify the City immediately after the "NO PARKING" signs are in place. The Contractor shall supply "NO PARKING" signs and barricades.



Failure to comply with this section will prevent the City from towing vehicles parked in the proposed work area. Work will not proceed if vehicles are parked in the proposed work area.

Full compensation for providing all labor, equipment and materials necessary for the furnishing and placement of construction area signs shall be included in the lump sum paid for construction area signs and no additional compensation shall be allowed, therefore. Compensation for providing all labor, equipment and materials necessary for the removal of construction area signs shall be considered as included in the prices paid for related bid items and no additional compensation shall be allowed.

**14-1.10 Maintaining Traffic.** In addition to complying with Part III – Section 30 of the Special Provisions, attention is directed to Section 12-1.05, “Maintaining Traffic and Pedestrian Obstructions”, of the General Provisions. **Unless otherwise directed by the City, at all times during construction the Contractor shall maintain not less than one lane of traffic on State Route 116, each direction, and not less than one lane of traffic on all intersecting streets where ADA Ramps improvements are proposed.** Maintaining Traffic shall be paid as part of the bid item for Traffic Control. No separate payment will be made, therefore.

**14-1.11 Notice to Area Residents.** The Contractor shall provide notice to all residents, business owners and tenants affected by the construction relative to the Contractor’s schedule of work including the traffic control provisions during construction. A sample notice shall be provided to the Contractor by the City. If the Contractor desires to modify the notice, the revisions must be submitted to the City for approval at least 10 days prior to beginning work. The Notice to Area Residents and to businesses shall be a **door hanger type notice printed on heavy paper or cardboard**. The dates of work shall match the work schedule provided to and approved by the City.

If the Contractors schedule shall change to include dates of work beyond the dates indicated in the posted notices, the Contractor shall repost such notices at least 48 hours prior to commencing work on the changed schedule work.

**14-1.12 Traffic Control.** Comply with Part III – Section 31 of the Special Provisions. All costs associated with traffic control including construction area signs, maintaining traffic, placing no parking signs and notice to area residents and businesses shall be included in the lump sum paid for Traffic Control. The lump sum paid for traffic control shall include all costs associated with the work described herein including all labor, equipment, materials, printing costs and other associated costs with completing the work. Payment for Traffic Control shall be paid as a percentage of work completed.

**14-1.13 Existing Highway Facilities.** The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these Specifications

Residue from the removal of existing roadway, curb, gutter, sidewalk and ramp improvements shall be disposed of immediately after removal. Residue shall not be allowed to enter the storm drain system. Disposal shall be performed in accordance with

Section 15-1.03B "Removing Concrete" of the Standard Specifications and these Specifications.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved including, but not limited to, removal and disposal of curb, gutter, sidewalk ramps and asphalt and unsuitable material shall be considered as included in the contract unit prices for the various items of work and no additional compensation will be allowed.

**14-1.14 Work Within Caltrans R/W.** In general the State Route 116 ADA Sidewalk Ramp improvements are located within the limits of the Caltrans State Route 116 R/W. Improvements have been prepared in conformance with the 2018 Caltrans Standard Plans. Caltrans has reviewed the improvement plans prepared for this project and has issued an Encroachment Permit to the City of Sebastopol (Permit No. 04-17-N-MC-0670). A copy of this Encroachment Permit is included in the Appendix of these Contract Documents.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work for the Contractor's compliance with the provisions of the Caltrans Encroachment Permit shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed.

**14-1.15 Clearing and Grubbing.** Clearing and grubbing shall conform to the provisions in Section 17-2, "Clearing and Grubbing," of the Standard Specifications and these Specifications.

All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from the Contractor's operations unless specifically shown on the plans to be removed.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the highway as provided in Section 4-1.13, "Cleanup," of the Standard Specifications.

Compensation for clearing and grubbing shall be included in the various items of work and no separate or additional compensation shall be made therefore.

**14-1.16 Watering.** Watering shall conform to the provisions in Section 14.4, "Water Usage," of the Standard Specification.

Attention is directed to Section 12-1.14, "Water For Construction And Dust Control", of the General Provisions.

Full compensation for developing a water supply shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed.



## SECTION 14-2 TECHNICAL SPECIFICATIONS

**14-2.01 Mobilization, Bonds & Insurance.** Mobilization shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to and from the project site; for the establishment of all offices, buildings, construction yards, sanitary facilities, and any other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site, as well as the related demobilization costs anticipated at the completion of the project. The cost of all bonds and insurance policies, including premiums and incidentals, shall be included in mobilization.

No additional compensation will be allowed for additional mobilizations required, including but not limited to, delays caused by the relocation of existing utility facilities shown on the Plans or discovered during construction operations.

The deletion of work or the addition of extra work as provided for herein shall not affect the price paid for Mobilization.

Payment for "Mobilization, Bonds, & Insurance" will be made at the Contract Lump Sum price included in the Bid Schedule. Said price shall constitute full compensation for all such work. Payment for Mobilization will be made as follows:

70% of the bid item for Mobilization will be paid on the first progress payment.

100% of the bid item for Mobilization will be paid on the second progress payment, unless all the Mobilization items listed herein have not been completed, at which point payment will be withheld until all the items are completed.

**14-2.02 Remove Existing Pavement, Pavement Base Rock and Subbase Material.** Existing asphalt concrete pavement and base rock and subbase material shall be removed to the limits shown on the Project Plans and as needed to construct the ADA Ramp and associated ramp improvements. Saw cut the existing pavement at the limits of work so that the visible edge of the remaining asphalt forms a neat straight line. Asphalt concrete pavement, pavement base rock and subbase material removed shall be properly disposed of offsite by the Contractor.

All costs for removal of existing asphalt concrete pavement, base rock and subbase shall be included in the unit price per square foot paid for asphalt removal and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with asphalt concrete pavement, pavement base rock and subbase removal and disposal as shown on the Plans, as specified in the Standard Specifications, these Specifications and as directed by the City and no additional compensation shall be allowed.

**14-2.03 Remove Existing P.C.C. Curb and Gutter, Remove Existing P.C.C. Cross Gutter, Remove Existing P.C.C. Sidewalk and Existing P.C.C. Access Ramps.** At the locations and to the limits shown on the Plans, the Contractor shall remove existing Portland Cement Concrete (P.C.C.) curb and gutter, v-gutter, cross gutter, sidewalk and access ramps. At the limits of removal, existing concrete shall be cut with a concrete

saw so that the visible edge of the remaining concrete forms a neat, straight line. Removal of existing concrete walkways and access ramps shall include construction of temporary construction barriers. Pedestrian access through the construction area shall be provided as specified in "Traffic Control" Part III – Section 31 of the Special Provisions. Concrete removal shall include removal of base rock and subbase material to a minimum depth of 6 inches below the bottom of the proposed concrete structure, slab or curb to be removed. Concrete material removed shall be properly disposed offsite by the Contractor.

As shown on the Plans, there are existing traffic signal standards at locations where existing PCC sidewalks and existing PCC access ramps are to be removed. The Contractor is to protect the existing traffic signal standards during the removal of the existing sidewalks and ramps and shall regrout the base area around the traffic signal standard with the construction of new sidewalk and access ramps.

All costs for removal of existing concrete curb and gutter, sidewalks, v-gutters, cross gutters and access ramps, for the protection of existing traffic signal standards and for placement of temporary construction barriers shall be included in the lineal foot or square foot price paid for concrete removal as outlined in the Bid Schedule and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with concrete removal and disposal as shown on the Plans, as specified in the Standard Specifications, these Specifications and as directed by the City and no additional compensation shall be allowed, therefore.

**14-2.04 Remove Existing Storm Drain Pipe, Remove Existing Storm Drain Inlets.** At the locations and the limits shown on the Plans, the Contractor shall remove existing storm drain pipelines and storm drain inlets. Removal of pipelines and storm drain inlets shall include placement and compaction of suitable backfill material in accordance with City Standards and as directed by the City.

All costs for removal of existing storm drain pipelines and storm drain inlets shall be included in the lineal foot of pipeline removed or shall be paid for each drainage inlet removed as outlined in the Bid Schedule and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with storm drain pipeline and storm drainage inlet removal and disposal as shown on the Plans, as specified in the Standard Specifications, these Specifications and as directed by the City and no additional compensation shall be allowed, therefore.

**14-2.05 Remove and Replace Stop Sign and Street Name Signs.** As shown on the Plans, there are existing stop signs and street name signs at locations where existing PCC sidewalks and existing PCC access ramps are to be removed. Contractor shall remove the existing signs. Until the existing sign or new signs are placed the Contractor shall provide temporary stop signs and street name signs at the locations directed by the City. If the existing stop sign or street name sign and sign poles are not damaged during removal, they may be replaced at the location shown on the Plans and as directed by the City. Damaged signs shall be replaced at the expense of the Contractor. The replacement of existing or the placement of new signs shall conform to City Standards.

The contract price paid for removal and replacement of each sign shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for

doing all work included in excavating, salvaging and reinstalling or replacing the existing signs as shown on the Plans, as specified in the Standard Construction Specifications, these specifications and as directed by the City and no additional compensation will be made, therefore.

**14-2.06 (Intentionally left blank.)**

**14-2.07 Furnish and Install Storm Drain Inlets.** New Caltrans Standard Type GT-3 and Caltrans Standard Type GO drainage inlets shall be installed in conformance with Caltrans Standard Plans, City of Sebastopol requirements, as shown on the Plans and as directed by the City. Castings for manhole frames and covers and for drop inlet frames, and covers, shall be tough gray iron, free from cracks, holes, swells and cold sheets, and be of workmanlike finish. A "Certificate of Compliance" signed by an authorized agent of the manufacturer or supplier shall be required and shall be delivered to the City. Each certificate so furnished shall be accompanied by a copy of test results stating that the material has been sampled, tested, and inspected in accordance with the provisions of ASTM Designation: A 48, Gray Iron Castings Class 35B. At the option of the Contractor, drainage inlets may be furnished and installed as precast units, or the units may be combined precast and cast-in-place structures, provided the structures in place substantially conform to cast-in-place construction as specified in these Standard Specifications, Section 51 "Concrete Structures" and Section 70 "Miscellaneous Drainage Facilities" of the Standard Specifications. Drainage inlet grates shall be Bicycle Proof as shown on the State Standard Improvement Plans, Detail D77B and as approved by the City.

Storm drain manholes shall consist of a precast unit or a cast-in-place unit in conformance with Section 51 of the State Standard Specifications, and City of Sebastopol Standard Specifications or a combination thereof.

The contract price paid for each storm drainage inlet furnished and installed shall include full compensation for all labor, material, tools, equipment and incidentals and for doing all working involved in furnishing and installing each storm drainage structure-in-place including excavation and backfill as shown on the Contract Plans, as specified in the State Standard Specifications, these Specifications and as directed by the City and no additional compensation shall be allowed.

**14.-2.08 Furnish and Install HDPE Storm Drain.** Plastic storm drain pipe (HDPE) shall conform to the provisions of Section 64, "Plastic Pipe" of the Standard Specifications and of the City Storm Drain Standards. Plastic pipe shall be Type S corrugated polyethylene pipe with a smooth inner lining and corrugated outer wall. Excavation and backfill shall be as specified in Section 64 of the Standard Specifications.

No pipe shall be laid which is damaged or which, in the opinion of the City, is unsuitable.

The Contract price paid per lineal foot for Plastic Storm Drain shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals involved and for furnishing pipe, conducting pipe excavation, placement and compaction of pipeline bedding and backfill material, connection to storm drain inlets and manholes, pavement restoration and pipeline testing, all in accordance with Standard Specifications, City Storm Drain Standards, Project Plans, these Specifications and as directed by the City and no additional compensation will be allowed.

**14-2.09 Furnish and Replace Class 2 Aggregate Base.** Aggregate base shall be Class 2 and shall conform to Section 26, "Aggregate Bases," of the State Specifications, and these Specifications.

Aggregate base shall be produced from commercial quality aggregate consisting of broken stone, crushed gravel, clean, rough-surfaced gravel and sand, or a combination thereof. The grading of the material shall be three-fourth inch (3/4") maximum. Spreading and compacting shall be performed by methods that will produce a uniform base when firmly and properly compacted free from pockets of coarse or fine material. Compact aggregate base material to not less than 95% Relative Compaction per ASTM D1557

Class 2 Aggregate Base shall be placed, where shown on the Plans, under new pavement and new curb, gutter, v-gutter, sidewalks and ramps as specified in these Specifications, and as directed by the City. Compacted thickness of Aggregate Base placed for curb and gutter, sidewalks and ramps shall be as shown on the Plans and shall not be less than 6 inches.

For v-gutter and cross gutter construction, the compacted thickness for Class 2 Aggregate Base shall not be less than 6 inches as shown on City Standard Drawing R-22.

Furnishing and placement of Class 2 Aggregate Base for new curbs, gutters, v-gutters, cross gutters sidewalks and ramps shall be included in the unit price per linear foot of curb and gutter, v-gutter, cross gutter or in the unit price per square foot paid for sidewalks and ramps, and no additional compensation will be allowed therefore.

The contract unit price paid per Ton of Class 2 Aggregate Base furnished and placed for pavement replacement shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in excavating, placing, and compacting Class 2 Aggregate Base as shown on the Plans, as specified in the Standard Construction Specifications, these Specifications, and as directed by the City and no additional compensation will be made therefore. Compacted thickness for Class 2 Aggregate Base placed for pavement replacement shall not be less than 8 inches. Place aggregate base material in lifts not greater than 4 inches compacted thickness.

**14-2.10 Pavement Surface Preparation.** The Contractor shall be responsible for removing all vegetation from the edge of pavement, sweeping and washing the pavement in advance of asphalt concrete operations. Power wash shall be used for the complete removal of dust that may cause the slippage of pavement construction equipment. The Contractor shall remove and dispose of all pavement markers prior to asphalt concrete as required or as directed by the City.

Full compensation for pavement surface preparation shall be considered in the prices paid for Asphalt Concrete, Type A and no additional compensation shall be allowed, therefore.

**14-2.11 Furnish and Place Asphalt Concrete Type A.** Asphalt concrete shall be Type A and shall conform to the provisions of Section 39 of the State Standard Specifications.

Emulsion shall be applied to both the vertical edges of the existing pavement, to the edge of concrete and to the Class 2 Aggregate Base material to be surfaced prior to placing new asphalt concrete. Asphaltic emulsions shall conform to "Asphaltic Emulsions Binder (Tack Coat)" of the Standard Construction Specifications and shall be included in the unit bid price for Asphalt Concrete Type A and no additional compensation shall be allowed therefore.

The paving asphalt shall be Performance Grade (PG) 64-16 per AASHTO M320-04 Specifications, as approved by the City. The amount of asphalt binder will be determined by the Contractor in accordance with CAL 367. Tolerance, upper and lower limit, will be determined to meet stability air voids and potential flushing requirements.

The aggregate gradation shall be one-half inch (1/2") maximum, medium gradation. The asphalt concrete shall be placed in maximum 3 inches thick (finished nominal thickness), lifts.

The contract unit price paid per Ton of Asphalt Concrete, Type A shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in the production, delivery, and placement of Type A Asphalt Concrete as shown on the Plans, as specified in the Standard Specifications, these Specifications, and as directed by the City and no additional compensation will be made therefore.

~~14-2.12 COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS. The provisions of this section shall apply only to the following contract item:~~

~~A. Asphalt Concrete, Type A~~

~~The compensation payable for the above listed items will be increased or decreased in conformance with the provisions of this section for paving asphalt price fluctuations exceeding 10 percent (lu/lb is greater than 1.10 or less than 0.90) which occur during performance of the work.~~

~~The adjustment in compensation will be determined in conformance with the following formulae when the above listed items are included in a monthly estimate:~~

~~Total monthly adjustment = AQ~~

~~A. For an increase in paving asphalt price index exceeding 10 percent::~~

~~A = 0.90 (lu/lb - 1.10) lb~~

~~B. For a decrease in paving asphalt price index exceeding 10 percent::~~

~~A = 0.90 (lu/lb - 0.90) lb~~

~~C. Where:~~

~~1. A = Adjustment in dollars per ton of paving asphalt used to produce asphalt concrete and asphaltic emulsion residue used as paint binder rounded to the nearest \$0.01.~~

~~2. lu = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.~~



- ~~3. I<sub>b</sub> = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.~~
- ~~4. Q = Quantity in tons of paving asphalt that was used in producing the quantity of asphalt concrete shown on the monthly estimate using the amount of asphalt determined by the Engineer plus the quantity in tons of paving asphalt that would have been used as residue in the asphaltic emulsion (paint binder) shown on the monthly estimate.~~

~~The adjustment in compensation will also be subject to the following:~~

- ~~A. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the City for decreased compensation adjustments and the City may deduct the amount thereof from moneys due or that may become due the Contractor.~~
- ~~B. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications.~~
- ~~C. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.~~

~~The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the City using the median of posted prices in effect as posted by Chevron, Mobil, and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset, and Wilmington fields.~~

~~In the event that the companies discontinue posting their prices for a field, the City will determine an index from the remaining posted prices. The City reserves the right to include in the index determination the posted prices of additional fields.~~

~~The California Statewide Paving Asphalt Price Index is available on the Division of Engineering Services website at:~~

~~[http://www.dot.ca.gov/hq/esc/oe/asphalt\\_index/astable.html](http://www.dot.ca.gov/hq/esc/oe/asphalt_index/astable.html)~~

**14-2.13 Adjust Water Service Meter Box Cover, Street Light Utility Boxes, Storm Drain Basin and Traffic Signal Utility Boxes to Grade.** Water service meter box cover(s) shall be adjusted to finish grade in accordance with City Standard Details and Specifications latest edition.

Utility boxes located within the limits of ramp and sidewalk improvements including streetlight and traffic signal boxes and storm drain basin covers, shall be removed, and reset to match finish grades as shown on the Plans.

All materials removed during adjusting the utility box covers to grade shall become the property of the Contractor. If, in the City's judgement, existing frame and/or cover and/or utility boxes are unsuitable and were damaged by the Contractor's operations, they shall

be replaced by the Contractor with a new utility frame and/or cover and/or box at no cost to the City.

The contract unit price for adjusting each water service meter box cover and utility cover to grade shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work in adjusting utility valve covers to grade as specified in the City Sebastopol Specifications, these Specifications, the Project Plan, the Sebastopol Standard Construction Drawing or as directed by the City and no additional compensation will be allowed.

**14-2.14 Construct Portland Cement Concrete (P.C.C.) Sidewalk, Curbs, Retaining Curbs, Cross Gutters, V-Gutters, Steps and Access Ramps.** Curb and gutter, cross gutter, v-gutters, sidewalk, step and access ramps, shall be constructed in accordance with Section 73, "Concrete Curbs and Sidewalks", and Section 90, "Concrete", of the State Standard Specifications, and these Specifications. The concrete shall attain a minimum compressive strength of 3000 psi at 28 days, and shall contain not less than six sacks of cement per cubic yard. Maximum slump of the concrete shall be 4 inches, as determined in accordance with ASTM C-143. The City shall provide inspection and testing of the P.C.C. material placed.

Pedestrian ramps shall be constructed in accordance with the requirements of the Americans with Disabilities Act (ADA) Standards and shall be constructed at the locations and the dimensions, grades, and limits shown on the Plans. Pedestrian ramps shall conform to Caltrans Standard Plans unless otherwise noted on the Plans.

P.C.C. reinforcement shall conform to the provisions in Section 52, "Reinforcement" of the State Standard Specifications.

Base material under curb and gutter, sidewalks and ramps shall comply with the provisions of Section 26, "Aggregate Bases" of the State Standard Specifications and shall be a minimum of 4 inches in compacted thickness. Aggregate Base material placed for cross gutter construction shall comply with the provisions of Section 26 "Aggregate Bases" of the State Standard Specifications and shall be a minimum of 6 inches in compacted thickness.

Weakened plane joints shall be constructed at 15-foot intervals for curbs except when Portland Cement concrete pavement is adjacent thereto, the joints shall coincide with the weakened plain joints in the adjacent pavement. The joints shall be constructed to a minimum depth of 1 ½ inches by scoring with a tool which will leave the corners rounded with a 1/4 inch radius and insure a free movement of the concrete at the joint.

Expansion joints shall be placed at sixty foot (60') intervals, at conforms, at curb returns, at utility vaults, and at other locations as directed by the City or as shown on the Plans.

Expansion joint filler strips shall have the top edge placed and securely held ¼ inch below the surface. Expansion joints shall be edged with an edging tool having a radius of ¼ inch.

In the construction of concrete curbs and gutters, forming of depressions to conform for the construction of ramps shall be considered incidental and included in the unit price paid per lineal foot of P.C.C. Curb and Gutter.

The Contractor shall be paid a unit price per lineal foot for P.C.C. curb and gutter, v-gutter and cross gutter improvements. Compensation shall include all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing curb and gutter, v-gutter and cross gutter improvements complete in place, including but not limited to, saw cutting, excavation, subgrade preparation, the furnishing and placement of Class 2 Aggregate Base to support the curb and gutter, v-gutter or cross gutter for furnishing and placing Portland Cement Concrete as shown on the Project Plans, as specified in these Specifications and as directed by the City and no additional compensation will be allowed.

The Contractor shall be paid a unit price per square foot for P.C.C. sidewalks and ramps, complete in place, including but not limited to saw cutting, excavation, subgrade preparation, the furnishing and placement of Class 2 Aggregate Base to support the P.C.C. sidewalk and ramp improvements and for furnishing and placing Portland Cement Concrete as shown on the Project Plans, as specified in these Specifications and as directed by the City and no additional compensation will be allowed.

The Contractor shall be paid a price per each for P.C.C. step, complete in place, including but not limited to, saw cutting, excavation, subgrade preparation, the furnishing and placement of Class 2 Aggregate Base to support the P.C.C. steps and for furnishing and placing Portland Cement Concrete as shown on the Project Plans, as specified in these Specifications and as directed by the City and no additional compensation will be allowed.

**14-2.15 Furnish and Install Detectable Warning Surfaces.** All P.C.C. sidewalk ramps shall include a cast in place prefabricated detectable warning surface as shown on the Plans. Cast in place prefabricated detectable warning surface shall be composed of a vitrified polymer including aluminum oxide ("Armor-Tile" or approved equal). Color to be safety yellow. Domes to be 'in-line', parallel to curbing, with a height of 0.2", base diameter of 0.9", and top diameter of 0.45", spaced 1.66" O.C. (2.35" O.C. on the diagonal). Field surface and top of domes to have a dotted texture for slip resistance. Density of dots in field area to be 30 per square inch minimum.

The contract unit price paid for each Detectable Warning Surface shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in supplying and installing the detectable warning surfaces complete and in place, as shown on the Plans, and as specified in these Specifications and as directed by the City, and no additional compensation shall be allowed.

**14-2.16 Construct Grouted Cobble Hardscape; Remove and Replace Landscape Rocks, Construct Rock Retaining Wall.** Construct grouted cobble hardscape in areas designated on the Plans. Cobble shall be placed on a prepared subbase not less than 4 inches thick of aggregate base or crushed rock. Place a minimum of 1½" to 2" thick bedding sand over the compacted aggregate base or crushed rock material. Install well rounded cobbles 6" to 8" nominal diameter over the prepared base material. Cobbles shall measure a minimum 4 inches in the least dimension and a maximum of 12 inches in the greatest dimension.

Cement cobble in place using non-shrink grout. Use a nongas-liberating type, cement base, premixed product requiring only the addition of water to achieve the necessary

consistency. Grout shall be Masterflow 713, as manufactured by Master Builders Company, Upcon by Upco, Quikrete Non-Shrink Precision Grout or approved equal.

At Ramp 7, the west quadrant of the State Route 116 and Ellis Court intersection, the scope of work shall include removal and replacement of an existing decorative landscape rock wall. Rock wall shall be reconstructed and replaced to match existing rock wall west of the limits of work.

Similarly at Ramp 8, the east quadrant of the State Route 116 and Ellis Court intersection, the scope of work shall include placement of rock retaining wall. The new rock wall shall match as closely as possible the existing rock wall texture and height located to the east of the limits of work.

The contract unit price paid per square foot of grouted cobble landscape construction shall include furnishing all labor, materials, tools, and equipment for subgrade preparation, furnishing and placing crushed rock or aggregate base material and bedding sand, furnishing and placing grouted cobble and grout as shown on the Project Plans, as specified in these Specifications and as directed by the City and no additional compensation will be allowed, therefore.

The contract unit price paid per lineal foot for removing and replacing landscape rocks and for constructing rock retaining wall shall include furnishing all labor materials, tools and equipment for complete installation as shown in the Project Plans, as specified in these Specifications and as directed by the City and no additional compensation will be allowed, therefore.

**14-2.17 Thermoplastic Traffic Striping and Marking.** All traffic striping and pavement markings (legends) crosswalks, and advance warning markings within the Project limits shall be thermoplastic and shall be installed by the Contractor as shown on the Contract Plans and as directed by the City. The work shall conform to Section 84-2 "Traffic Stripes and Pavement Markings" of the State Standard Specifications. Traffic Stripes and Pavement Markings shall conform to Caltrans Standard Drawings A20A through A20D and to Caltrans Standard Drawings A24A through A24D, as applicable.

Thermoplastic traffic stripes shall be measured and paid for by the linear foot, for the various details referenced in drawings A20A through A20D of the State Standard Plans, along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. Payment for traffic stripes shall include standard pavement markers to be placed together with the traffic stripes shown on the Contract Plans.

Crosswalks and stop bars consisting of 12-inch wide stripe will be measured per lineal foot and each lineal foot shall include one 12-inch wide stripe, white or yellow. Thermoplastic pavement markings, including letters, turn arrows, chevrons, advance markings and the like will be measured and paid for by the square foot for the actual area covered. Payment for traffic markings shall include pavement markers to be placed together with the traffic markings shown on the Contract Plans.

The price paid per lineal foot for thermoplastic traffic stripes and the price paid per square foot for thermoplastic pavement markings shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in installing the thermoplastic traffic striping and thermoplastic pavement markings and

pavement markers as shown on the Contract Plans, as specified in the State Standard Specifications and City Standard Specifications, these Technical Specifications and as directed by the City and no additional compensation shall be allowed.

**14-2.18 Curb Painting.** Paint for curb marking (red no parking marking) shall conform to Section 91, "Paint" of the State Standard Specifications. The Contractor shall submit the curb paint color and paint material to the City for approval prior to application.

Payment for the furnishing and application of curb paint shall be considered as included in the contract prices paid for Portland Cement Concrete curbs and no additional compensation will be allowed.

**14-2.19 Final Clean-Up.** Before final inspection of the work, the Contractor shall clean the work and all ground occupied by him in connection with the work, of all rubbish, excess materials (including liquid asphalt), and equipment. The sidewalks, ramps and curbs shall be thoroughly swept clean of all dirt, dust and foreign material. All parts of the work shall be left in neat and presentable condition. Payment for cleaning of sidewalks, ramps and curbs, and clean up in general, shall be considered as included in the unit bid price for other contract items and no additional payment shall be made.

**14-2.20 Water Pollution Control Program (WPCP).** The Contractor shall comply with Section 14-1.02 of these Specifications and Appendix A – General Guidelines for Construction Activities contained herein.

The Contractor shall be paid for the work of preparing, implementing, inspecting, maintaining, and removing the WPCP on a lump sum basis as indicated in the Bid Schedule. Payment will be based on the percentage of work completed to date.



## SECTION 14-3 SPECIAL PROVISIONS

**14-3.01 Signs.** This work shall consist of installation of roadside signs as shown on the Plans, where directed by the Engineer, and shall conform to the requirements of the Caltrans Standard Plans and Specifications dated 2018 and the California MUTCD dated 2014 latest revision.

**14-3.02 Striping.** This work shall consist of removal and installation of thermoplastic at the locations shown on the Plans and shall conform to the applicable City construction standards and the 2018 Caltrans Standard Plans.

**14-3.03 Electrical.** This work shall consist of installing a pedestrian-activated warning beacon (PAWB) LED light assembly on Bodega Avenue at the locations shown on the Plans and conforming in general with the Caltrans Standard Plans and Specifications dated 2018. PAWB shall be TAPCO or approved equal conforming to the following requirements. PAWB shall be powered by a solar-powered battery and shall utilize wireless communication. PAWB shall be pedestrian-activated by pushbutton.

**1. PAWB** shall be in conformance with all applicable CA MUTCD standards.

- A. Each PAWB assembly will have two (2) beacons mounted back-to-back, facing dual directions for a total of four (4) beacons per pole, as noted on the Plans.
- B. Each PAWB assembly shall house two (2) flashing yellow beacons, each with an LED-array based light source. The LED-based pulsing light arrays shall be designed, located and operated in accordance with the detailed requirements as specified on the Plans. Active vehicle indications shall be visible at distances over 1000 feet during the day and over 1 mile at night.
- C. Each of the two yellow vehicle indications of a PAWB shall have 70 to 80 periods of flashing per minute and shall have alternating, but approximately equal, periods of rapid flashing light emissions and dark operation.
- D. Beacons shall be aimed at the approaching drivers' eye when 250 feet in advance of the crosswalk.

**2. Functional Requirements.**

- A. Each PAWB shall operate on solar battery power.
- B. Upon activation by ADA-compliant pushbutton, a 900 MHZ transceiver radio using spread spectrum radio frequency to minimize RF interference shall wirelessly activate all integral indications. When activated, the two yellow indications in each PAWB shall flash in an alternating "wig-wag" flashing sequence (left indication on, then right indication on).
- C. The light intensity of the vehicle indications shall meet the minimum specifications of Society of Automotive Engineers (SAE) Standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service

Vehicles) dated November 2008. Manufacture compliance shall be provided upon request.

- D. When activated, all indications associated with a given crosswalk (including those with an advance crossing sign, if used) shall simultaneously commence operation of their alternating rapid flashing within 120 msec. and shall cease operation at a predetermined time after the pedestrian actuation.
  - E. The duration of the flash cycle shall be programmable from 1 second to 24 hours, in increments of seconds, minutes and hours.
  - F. Individual components shall be replaceable independently of other components, equipped with approved terminal strips or wire-end molded connectors.
- 3. Materials.** The manufacturer shall provide a complete solar-powered PAWB assembly, consisting of but not limited to the LED beacons, solar panel, controller, battery, mounting hardware and electrical components including wiring and solid-state circuit boards.

The PAWB assembly shall include the following items:

A. Light Assembly Housing and Indications

- 1. The light assembly housing shall be constructed of durable, corrosion-resistant powder-coated aluminum with stainless steel fasteners.
- 2. Enclosed components shall be modular in design whereby any component can be easily replaced using common hand tools, without having to remove the housing from the pole.
- 3. All mounting hardware required for mounting the light assembly housing shall be provided and universal to multiple poles.
- 4. Each of the two vehicle PAWB LED indications shall be 12" in diameter.
- 5. Minimum output of 600,000 MCD.

B. Controller

- 1. The Controller shall be TAPCO or approved equal.
- 2. The Controller shall be housed in a NEMA-rated anodized aluminum enclosure, intended for indoor or outdoor use, primarily to provide protection against corrosion, windblown dust and rain, splashing water, house-directed water, and damage from ice formation.
- 3. The Controller shall be, in the event of failure, replaceable independently of other components.
- 4. Enclosure shall be lockable utilizing standard Corbin key.

C. Battery

1. The battery shall be a 12 VDC absorbed glass mat (AGM) sealed lead acid, maintenance -free battery.
2. The battery shall be rated at 48AH minimum and shall conform to Battery Council International (BCI) specifications.
3. The battery shall be replaceable independently of other components.
4. The battery shall have a minimum operating temperature range of -76°F to 140°F (-60°C to 60°C).

D. Wireless Transceiver Radio

1. Radio control shall be solar-powered, operating on a FCC-approved 900MHZ frequency, hopping spread spectrum network with a normal operating range of 1000 feet.
2. Radios shall provide wireless communication between the assemblies to integrate the pushbutton activation of indications.
3. To ensure all integral indications consistently flash in unison, the radio shall synchronize the controllers to activate the indications within 120 msec of one another and remain synchronized throughout the duration of the flashing cycle.
4. Radio systems shall operate from 3.6 VDC to 15 VDC.
5. The radio shall be, in the unlikely event of failure, replaceable independently of other components.
6. The radio shall have a minimum operating temperature range of -30°F to 165°F (-34.4°C to 73.8°C)
7. Make sure no wireless conflicts exist between radios for the three intersections and the radio at Bodega Avenue/Nelson Way.

E. Solar Panel

1. The solar panel shall provide 55 watts (min.) at peak total output.
2. The solar panel shall be affixed to an aluminum plate and bracket, adjustable at an angle of 45° - 60° to facilitate adjustment for maximum solar collection and optimal battery strength.

3. The solar panel assembly (panel, plate and bracket) shall be mounted on a 360° rotatable pole cap mount, to facilitate adjustment for maximum solar collection and optimal battery strength.
4. The solar panel shall have a minimum operating temperature range of -40°F to 185°F (-40°C to 85°C).

F. Signs and Plaques

1. All signs shall conform to CA MUTCD Standards for retroreflective sign panels.
2. All sign blanks and plaques shall be federally specified .080-gauge, 5052 Aluminum.
3. Unless specified otherwise, sign sheeting shall be 3M™ DG3 Diamond Grade Cubed or equivalent prismatic sheeting.
4. Crossing signs shall be LED edge lit blinking W11-2 at Robinson Road and S1-1 at Florence Avenue.
5. Crossing plaques W16-7P shall also accompany the edge lit blinking crossing signs.
6. Pedestrian pushbutton instruction 9"x12" R10-25 signs shall be furnished, to be mounted adjacent to or integral with each pedestrian pushbutton.

G. Bulldog Pushbutton

1. The pushbutton shall be capable of continuous operation within a temperature range of -30° to 165°F (-34° to 74°C).
2. The pushbutton shall be ADA-compliant and shall operate as a normally open (N/O) circuit.
3. The pushbutton shall be Polara Bulldog Model or approved equal.
4. The pushbutton signs shall be R10-25.

H. Pedestal Base & Pole Shaft

1. System will mount on standard Type 1-B Pole per the Caltrans Standard Plans and Specifications dated 2018, and per the Project Plans.

APPENDIX A

CITY OF SEBASTOPOL  
General Guidelines for Construction Activities  
Erosion and Sediment Control and  
Minimization of Hazardous Materials Contact with Stormwater

General

1. The *Erosion and Sediment Control Field Manual, Third Edition, June 1999*, by the California Regional Water Quality Control Board, San Francisco Bay Region, forms the basis for these requirements, and is incorporated herein in its entirety. A copy of the *Field Manual* may be obtained from the California Environmental Protection Agency State Water Resources Control Board Water Quality home page, <http://www.waterboards.ca.gov/stormwtr/training.html> under "Publications Available".
2. The City shall periodically inspect the Contractor's work to ensure that work conforms to these erosion control guidelines and requirements.
3. For public projects, the City shall perform erosion control follow-up and maintenance and be responsible for post construction stormwater protection following completion of the project, in accord with the provisions of the *Field Manual* and the City's Storm Water Management Plan.
4. The Contractor shall conform to all of the requirements contained in the approved plans and these contract documents and specifications and any other documents referenced herein.

EROSION CONTROL

Contractor shall conform with the requirements contained in Part IV, Specifications, Section 02770, Soil Erosion Control, and these guidelines.

GENERAL PRACTICES TO MINIMIZE HAZARDOUS MATERIALS CONTACT WITH STORM WATER (to be used in conjunction with the *Field Manual*)

1. Scheduling: The key to keeping potentially hazardous construction materials (PHCM) out of storm water is to perform most of the construction (earthwork and foundation work) during the dry season. All erosion control facilities shall be in place by October 15, or before the first rains - which ever comes first. All PHCMs shall be covered with tarps and elevated off the ground if rain is predicted.
2. Chemical Storage: Chemicals shall be stored in their original containers or in well-labeled, sealed containers in designated areas.
3. Drainage: PHCMs shall not be transported, applied, or washed within areas which drain to the City Storm Drain System.
4. Construction Equipment and Vehicles - Maintenance
  - a. Maintain all construction equipment to prevent oil or other fluid leaks.
  - b. Use drip pans for any oil or fluid changes that are required for maintenance of equipment. Keep vehicles and equipment clean. Do not allow excessive build-up of oil and grease.
  - c. Use off-site repair shops as much as possible.
  - d. Always use secondary containment, such as a drain pans or drop cloths, to catch spills or leaks when removing or changing fluids.
  - e. Place stockpiled spill cleanup materials where they will be readily accessible. Regularly



inspect on-site vehicles and equipment for leaks, and repair immediately. Check incoming vehicles and equipment (including delivery trucks, and employee and subcontractor vehicles) for leaking oil and fluids. Do not allow leaking vehicles or equipment on-site.

- f. Segregate and recycle wastes, such as greases, used oil or oil filters, antifreeze, cleaning solutions, automotive batteries, and hydraulic and transmission fluids.
5. Construction Equipment and Vehicles – Fueling
    - a. Use off site fueling stations as much as possible.
    - b. If fueling must occur on-site, use designated areas, located away from drainage. Locate on-site fuel storage tanks over a retention area designed to hold the total tank volume.
    - c. Cover the retention area with an impervious material and install it in a manner to ensure that any spills will be contained in the retention area.
    - d. Discourage "topping-off" of fuel tanks, as it frequently leads to fuel spillage.
    - e. Always use secondary containment, such as a drain pans or drop cloths, when fueling to catch spills/leaks.
    - f. Place stockpiled spill cleanup materials where they will be readily accessible.
    - g. Avoid mobile fueling of mobile construction equipment around the site; transport the equipment to designated fueling areas.
  6. Construction equipment and Vehicles – Washing
    - a. Use off-site commercial washing businesses as much as possible.
    - b. Washing vehicles and equipment outdoors or in areas where wash water flows onto paved surfaces or into drainage pathways can pollute storm water. If you wash a large number of vehicles or pieces of equipment, conduct this work at an off-site commercial facility.
    - c. Do not permit steam cleaning on-site. Steam cleaning can generate significant pollutant concentrations.
  7. Construction Equipment and Vehicles – Storage
    - a. Locate vehicle and equipment storage, cleaning, and maintenance areas in designated, confined areas. These areas should be located away from significant drainage courses.
    - b. Direct any concentrated storm water run-on/runoff around storage and service areas. Minimize contact of storm water and run-on/runoff with stored equipment by raising equipment on pallets or other similar devices.
  8. Toxic Materials: Through proper material use, waste disposal, and training of employees, the discharge of toxic pollutants can be prevented. Such methods include the following:
    - a. Dispose of all wastes in accordance with Federal, State, and local regulations.
    - b. Use the entire product before disposing of the container.
    - c. Do not remove the container's original product label prior to disposal. It contains important safety and disposal information.
    - d. Do not clean out brushes or paint containers on dirt or into streets, gutters, storm drains,

or streams. "Paint out" brushes as much as possible. Rinse water-based paints to the sanitary sewer. Filter and reuse thinners and solvents. Dispose of excess oil-based paints and sludge as hazardous waste.

- e. Select and site designated hazardous waste storage areas.
- f. Store hazardous materials and wastes in covered containers and protect from vandalism. Place hazardous material and waste containers in secondary containment.
- g. Do not mix wastes. Mixing can cause chemical reactions, make recycling impossible, and complicate disposal.
- h. Recycle any useful material such as oil or water-based paint. Provide a summary of available recycling and disposal services.
- i. Make sure that toxic liquid wastes and chemicals are not disposed of in dumpsters designated for construction debris.
- j. Arrange for regular waste collection before containers overflow.
- k. Make sure that hazardous waste is collected, removed, and disposed of only at authorized disposal areas.

## **APPENDIX B**

### **REQUIRED FEDERAL-AID CONTRACT LANGUAGE**

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

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

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

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## 1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

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

It is the prime contractor's responsibility to verify that [at date of bid opening](#) the DBE firm is certified as a DBE [by using the California Unified Certification Program \(CUCP\) database and possesses the most specific available North American Industry Classification System \(NAICS\) codes and work code applicable to the type of work the firm will perform on the contract](#). Additionally, the prime contractor is responsible to document the [verification](#) record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

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

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

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

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

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

### A. Nondiscrimination Statement

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



**B. Contract Assurance**

Under 49 CFR 26.13(b):

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

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

**C. Prompt Progress Payment**

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

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

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

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

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

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

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

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

#### **E. Termination and Substitution of DBE Subcontractors**

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

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

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

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

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

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

If the Agency authorizes the termination or substitution of a listed DBE, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must (1) perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal, and (2) be certified as a DBE with the most specific available NAICS codes and work codes applicable to the type of work the DBE will perform on the contract at the time of the prime contractor's request for substitution. The prime contractor shall submit their documentation of good faith efforts within 7 days of their request for authorization of the substitution. The Agency may authorize a 7-day extension of this submittal period at the prime contractor's request. More guidance can be found at 49 CFR 26 app A regarding evaluation of good faith efforts to meet the DBE goal.

#### F. Commitment and Utilization

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

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

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

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

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

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

The Agency shall request the prime contractor to:

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

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

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

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the

notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

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

#### **G. DBE RUNNING TALLY OF ATTAINMENTS**

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

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

#### **5. CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

#### **6. CHANGED CONDITIONS**

##### **A. Differing Site Conditions**

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

##### **B. Suspensions of Work Ordered by the Engineer**

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

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

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

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

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

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

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

**8. BUY AMERICA**

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



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

Production includes:

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

#### **9. QUALITY ASSURANCE**

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

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

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

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

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

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

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

FHWA-1273 -- Revised May 1, 2012

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

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

ATTACHMENTS

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

**I. GENERAL**

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

**2. EEO Officer:** The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting 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 contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

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

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

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

**III. NONSEGREGATED FACILITIES**

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

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

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

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

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

**1. Minimum wages**

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

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

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

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

**2. Withholding**

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

**3. Payrolls and basic records**

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

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

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

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

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

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

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

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



**8. Compliance with Davis-Bacon and Related Act requirements.**

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

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

**10. Certification of eligibility.**

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

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

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

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

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

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

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

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

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

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

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

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

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



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

**VII. SAFETY: ACCIDENT PREVENTION**

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

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

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

**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.

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

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

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

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

\* \* \*

**10. 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)

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

(<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

\* \* \* \* \*

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

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

\* \* \* \* \*

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

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

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

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

**12. FEMALE AND MINORITY GOALS**

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

The nationwide goal for female utilization is 6.9 percent.

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

**MINORITY UTILIZATION GOALS**

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



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

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

**13. TITLE VI ASSURANCES**

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

**APPENDIX A**

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

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment,

each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person

will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

### APPENDIX C

#### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**APPENDIX D**

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

The CONTRACTOR agrees-

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

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

#### 15. FEDERAL TRAINEE PROGRAM

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

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

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

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

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

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

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

Before starting work, the prime contractor shall submit to the City of Sebastopol:



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

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

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

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

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

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

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

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

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

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

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

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

Each apprentice or trainee must:

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

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

## **16. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES**

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustain

## APPENDIX C

### OTHER REQUIRED FORMS

Exhibit 15-G: Local Agency Bidder DBE Commitment (Construction Contracts)

Exhibit 15-H: DBE Information – Good Faith Efforts (if DBE Goal not met)

## EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

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

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

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

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

**INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**

CONTRACTOR SECTION

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

LOCAL AGENCY SECTION

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



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

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date \_\_\_\_\_ PE/CE

Federal-aid Project No(s). STPL-5123(018) Bid Opening Date \_\_\_\_\_ CON

The City of Sebastopol established a Disadvantaged Business Enterprise (DBE) goal of 3 % for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

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

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

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

Table with 2 columns: Publications, Dates of Advertisement. Includes horizontal lines for data entry.

- 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 with 3 columns: Names of DBEs Solicited, Date of Initial Solicitation, Follow Up Methods and Dates. Includes horizontal lines for data entry.

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

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

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

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

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

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

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## **APPENDIX D**

### **FEDERAL WAGE RATES**

(Within ten (10) days before bid opening, these wage rates shall be reviewed and if the applicable rates have changed an addendum to bidders shall be issue.)



[TO BE INSERTED AT TIME OF RELEASE FOR BIDDING - **FEDERAL WAGE RATES**]