

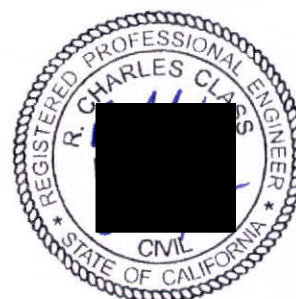
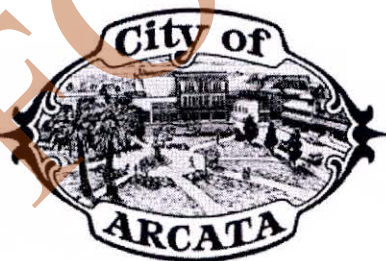
Specifications and Contract Documents for the Construction of

**FOSTER AVENUE EXTENSION
PROJECT 2014
Federal Project RPSTPL-5021(009)**

ARCATA, CALIFORNIA

**ENGINEERING DIVISION
PUBLIC WORKS DEPARTMENT
CITY OF ARCATA**

December 2014



**These Specifications and Contract Documents to Accompany Construction
Plans Entitled:**

"FOSTER AVENUE EXTENSION PROJECT 2014"

**And to be Supplemented, by Reference, with the State of California
Department of Transportation Standard Specifications, May 2010 Edition**

FOSTER AVENUE EXTENSION PROJECT 2014, RPSTPL-5021(009)

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**CITY OF ARCATA
DEPARTMENT OF PUBLIC WORKS
736 "F" STREET
ARCATA, CA
(707) 825-2128**

**NOTICE TO CONTRACTORS
FOR
FOSTER AVENUE EXTENSION PROJECT 2014
Federal Project RPSTPL-5021(009)**

Engineer's Estimate \$2,200,000.00

Sealed bids will be received at the office of the City Manager, 736 F Street, Arcata, CA 95521.

The City of Arcata is soliciting bids for the construction of the Foster Avenue Extension Project 2014, Arcata, CA. The project includes but is not limited to: removal of; existing asphalt pavement, concrete sidewalk, concrete curb and gutter, and drainage facilities; and the placement/construction of concrete sidewalk, curb, curb and gutter, asphalt pavement, pavement striping and markings, signage, storm drain piping, storm drain inlets, water and wastewater system extension, retaining wall, drainage swales, providing and adjusting water meter boxes to grade, and adjusting utility and manhole covers to grade.

A mandatory pre-bid meeting is scheduled for Tuesday, January 6, 2015, at 1:00 p.m. The meeting will begin at the Arcata City Hall in the City Council Chamber (736 "F" Street, Arcata, CA 95521), and will be followed by a project site walk-through.

Sealed bids will be received until the hour of **10:00 a.m. on Tuesday, January 20, 2015**, at which time they will be transferred to the City Council Chambers where they will be publicly opened and read aloud by the Director of Public Works or his designated representative. Said bids will be referred to the Arcata City Council for consideration at their next meeting on or after **January 21, 2015. The construction for the project will begin on or after April 15, 2015.**

CONTRACTOR shall possess a Class "A " license at the time this contract is bid or a combination of classes required by the categories and type of work included in this contract.

This CONTRACT is subject to State contract non-discrimination and compliance requirements pursuant to Government Code, Section 12990.

This CONTRACT is Federally-funded and is subject to special terms and conditions pertaining thereto. Consequently, the contractor is advised to be completely familiar with the special documentation and contract procedures associated with federal projects. Contractor non-compliance with Federal requirements will result in non-payment for work performed.

This CONTRACT has a Disadvantaged Business Enterprise (DBE) goal of 6%.

PLANS, SPECIFICATIONS, AND PROPOSAL forms for bidding this PROJECT can be obtained at the office of the City Manager, 736 "F" Street, Arcata, CA 95521, (**contact Contract and Procurement Specialist-Harold Miller (707) 825-2101**) upon payment of a printing service charge in the following amount:

The printing service charge amount of \$50.00 shall not be refundable, plus a shipping and handling fee of \$100.00 is required for mailing of PLANS and SPECIFICATIONS. Checks shall be made payable to the City

of Arcata and shall be mailed or delivered in person to the Assistant Purchasing Agent, City Manager's Office, City of Arcata, 736 "F" Street, Arcata, CA, 95521

The Contract Documents may be examined at the following locations:

- City of Arcata, City Hall, 736 "F" Street, Arcata, CA 95521;
- Humboldt Builder's Exchange, 624 "C" Street, Eureka, CA 95501; and

The successful bidder shall furnish a payment bond and performance bond.

The City of Arcata hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to Section 1733 of the Labor Code, the Director of California Department of Industrial Relations has determined the general prevailing rate of wages. Bidders should contact the Department of Industrial Relations at (415) 703-4281 for General Prevailing Wage Rates on specific job classifications. Future effective wage rates, which have been predetermined, are on file with the California Department of Industrial Relations. Bidders are advised that if they intend to use a craft or classification not on file in the general wage determinations, they may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations.

The City of Arcata reserves the right to reject any and all bids.

Harold Miller, Contract Contract and Procurement Specialist

December 18, 2014

INSTRUCTION TO BIDDERS

1. BID REQUIREMENT

Bids are required for the entire WORK called for in the CONTRACT attached hereto.

The PROPOSAL shall set forth each item of WORK in clearly legible figures, an item price and a total for the item in the respective spaces provided, and shall be signed by BIDDER, who shall fill out all blanks in the proposal form as therein required.

Blank spaces in the PROPOSAL shall be properly filled in and the phraseology of the form must not be changed.

Additions must not be made to the items mentioned therein.

Any unauthorized condition, limitations or provisos, attached to a PROPOSAL will be likely to render it non-responsive and may cause its rejection. Alternation of the bid unit prices or amounts by erasure or interlineations must be explained, or noted, in the proposal over the signature of BIDDER. If the bid is made by an individual, it must be signed by the full name of BIDDER whose address must be given; if it is made by a firm, it must be signed with the co-partnership named by a member of the firm, and the name and full address of each member must be given and if it is made by a corporation, it must be signed by an officer, in the corporate name and the corporate seal must be attached to such signature.

PLANS and CONTRACT DOCUMENTS, to which reference is hereby made for full details and description of said WORK and materials to be provided in said construction, may be seen at the Public Works Department office, 525 9th Street, Arcata, California.

Bids received after the specified opening time will not be considered. The bidder is solely responsible for the timely delivery of his bid.

The City reserves the right to reject any and all bids.

**NEITHER THE PROPOSAL FORM NOR ANY OTHER PORTION OF THIS BOOK
SHALL BE DETACHED THEREFROM.**

All bids must be made on the forms of PROPOSAL provided for that purpose and each bid shall be enclosed in a sealed envelope marked:

FOSTER AVENUE EXTENSION PROJECT 2014
Federal Project RPSTPL-5021(009)

and addressed to the

**CITY MANAGER
CITY OF ARCATA
736 "F" Street
Arcata CA 95521**

Any bid may be withdrawn at any time prior to the time fixed in the published notice for the opening of bids only by written request or the withdrawal of the bid filed with the Arcata City Manager. The request shall be executed by BIDDER or his duly authorized representative. The withdrawal of a bid does not prejudice the right of BIDDER to file a new bid. Whether or not the bids are opened exactly at the time fixed in the published notice for opening bids, a bid will not be received after that time, nor may any bid be withdrawn within sixty (60) DAYS after the time fixed in the published notice for the opening of bids.

2. BID BOND

Each bid must be accompanied by a satisfactory bond, or a certified or cashier's check issued by a responsible bank, payable to the order of the City of Arcata, in an amount not less than ten (10) percent of the total sum of all items of the bid, as a guarantee that BIDDER will enter into the proposed CONTRACT and give the required bonds within ten (10) CALENDAR DAYS after the receipt of the notice that the CONTRACT has been awarded, should the same be awarded to him.

The bid bond accompanying the bid and the proceeds thereof will become the property of the City if BIDDER to whom award of CONTRACT is made fails or refuses to execute the required CONTRACT and provide the required bonds within the above said ten (10) DAYS after the date of receipt of the notice that the CONTRACT has been awarded.

The bid bonds of bidders other than the successful BIDDER may be retained by THE CITY for a period of sixty (60) DAYS after award or until the successful BIDDER and THE CITY have executed the CONTRACT and the successful BIDDER furnishes the bonds as provided herein, whichever occurs first. If a BIDDER to whom the CONTRACT is awarded fails or refuses to execute the CONTRACT and provide the required bonds within the above said ten (10) CALENDAR DAYS after receipt of the notice that the CONTRACT has been awarded, the CITY COUNCIL may award to the next lowest responsible BIDDER and the bid security of BIDDER failing or refusing to execute the CONTRACT shall be forfeited and shall become the property of THE CITY. If a BIDDER to whom the CONTRACT is awarded executes the CONTRACT as herein required, the bid bond of BIDDERS to whom no award was made will be exonerated.

3. AFFIDAVIT

Each PROPOSAL must have thereon or attached thereto the affidavit of BIDDERS that such PROPOSAL is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that BIDDER has not directly or indirectly, induced or solicited any other BIDDER to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that BIDDER has not in any manner sought by collusion to secure for himself any advantage over any other BIDDER.

4. REJECTION OF BIDS

Bids may, at the discretion of THE CITY, be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind. Bids not accompanied by a non-collusion affidavit may be rejected. Bids in which the price of any item appears to be abnormally high or low may also be rejected.

A telegraphic bid, a telegraphic modification of a bid, or a bid received after the ADVERTISED time or receiving bids shall be rejected. A bid not accompanied by a bid bond or a certified cashier's check shall be rejected.

THE CITY reserves the right to reject any or all bids or to waive any defect or irregularity in bidding.

5. CONTRACT

BIDDER to whom award is made will be required to execute a written CONTRACT with THE CITY, and to furnish approved bonds and insurance certificates as herein provided within ten (10) CALENDAR DAYS after the date or receipt of the notice to such BIDDER that said CONTRACT is awarded to him or her.

6. PERFORMANCE BOND (SAMPLE FORMS ARE IN THE SPECIFICATIONS)

The amount of the Performance and Payment Bonds to be given to secure faithful performance of the CONTRACT shall be one hundred (100) percent of the CONTRACT price thereof and shall provide, in effect, that the principal shall well and truly perform the "contract" rather than "work contracted to be done" as is quite common. If the latter is used, the bond will be rejected.

The Performance Bond shall be security for all of the provisions of the CONTRACT including, but not limited to, the guaranty provisions.

All bonds shall contain the following language:

All alternations, extensions of time, extra and additional work, and other changes authorized by the SPECIFICATIONS or any part of the CONTRACT may be made without securing the consent of the SURETY or sureties on the CONTRACT bonds. SURETY waives any requirement of notice of any such alterations, extensions of time, EXTRA WORK and additional WORK or any other changes.

7. LABOR AND MATERIALS BOND (SAMPLE FORMS ARE IN THE SPECIFICATIONS)

The amount of the Labor and Materials Bond required to insure payment for labor or the purchase of material or supplies for the Contract shall be one hundred (100) percent of the contract price and shall be given to secure the payment of all claims, demands, liens or charges of material, men, mechanics of labors employed by contract.

All bonds shall contain the following language:

All alternations, extensions of time, extra and additional work, and other changes authorized by the SPECIFICATIONS or any part of the CONTRACT may be made without securing the consent of the SURETY or sureties on the CONTRACT bonds. SURETY waives any requirement of notice of any such alterations, extensions of time, EXTRA WORK and additional WORK or any other changes.

8. INSURANCE

CONTRACTOR shall obtain insurance acceptable to THE CITY in a company or companies acceptable to THE CITY. The required documentation of such insurance shall be furnished to THE CITY at the time he returns the executed CONTRACT. The proper insurance shall be provided

within ten (10) WORKING DAYS, after BIDDER has received the notice that the CONTRACT has been awarded and prior to OWNER executing the CONTRACT and issuing a NOTICE TO PROCEED. CONTRACTOR shall not commence WORK nor shall he allow his employees or subcontractors or anyone to commence WORK until all insurance required hereunder has been submitted and approved and a NOTICE TO PROCEED has been issued.

With respect to performance of WORK under this CONTRACT, CONTRACTOR shall maintain and shall require all of its sub-contractors to maintain insurance as described below:

- A. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:
- "This policy shall not be cancelled or materially changed without first giving thirty (30) DAYS prior written notice by certified mail return receipt requested to the CITY MANAGER of the City of Arcata."
- B. Commercial General Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$5,000,000 combined single limit for each occurrence (\$5,000,000 AGGREGATE). Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:
- 1) The City of Arcata, its officers, officials, employees and volunteers
 - 2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insurance shall not operate to increase the limits of the company's liability.
 - 3) The insurance provided herein is primary coverage to the City of Arcata with respect to any insurance or self-insurance programs maintained by the City.
 - 4) This policy shall not be cancelled or materially changed without first giving thirty (30) DAYS prior written notice by certified mail return receipt requested has been given to the CITY MANAGER, City of Arcata, 736 "F" Street, Arcata, California, 95521.
 - 5) The insurance shall be primary as respects the insured shown in the scheduled above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
- C. Automobile liability insurance covering bodily injury and property damage in an amount no less than \$2,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:
1. This policy shall not be cancelled or materially changed without first giving thirty (30) DAYS prior written notice by certified mail return receipt requested to the CITY MANAGER, City of Arcata.

2. The City of Arcata, its officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership operation, maintenance, use, loading or unloading any auto owned, leased, hired or borrowed by the Named insured, or for which the named insured is responsible.

D. Documentation

The following documentation shall be submitted to the City of Arcata:

1. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this contract.
2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within ten (10) DAYS of execution of contract.
3. Upon City's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) DAYS of City's request.

E. Policy Obligations

CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

F. Material Breach

If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this CONTRACT, the same shall be deemed a material breach of CONTRACT. THE CITY, at its sole option, may terminate this CONTRACT and obtain damages from CONTRACTOR resulting from said breach. Alternatively, THE CITY may purchase such required insurance coverage, and without further notice to CONTRACTOR, THE CITY may deduct from sums due to CONTRACTOR any premium costs advanced by THE CITY for such insurance. These remedies shall be in addition to any other remedies available to THE CITY.

9. EXPERIENCE

BIDDERS must, if required, present satisfactory evidence that they are fully prepared with the necessary experience, capital, machinery and material to furnish the articles called for and to conduct the WORK as required by the specifications.

10. EXAMINATION OF JOBSITE AND CONTRACT DOCUMENTS

BIDDERS shall carefully examine the site of the contemplated WORK, the PLANS and SPECIFICATIONS, and the PROPOSAL and CONTRACT DOCUMENTS forms therefore and are required to personally satisfy themselves of all local conditions affecting the WORK and delivery of the articles. The accuracy of the interpretation of the facts disclosed by borings or other preliminary investigations is not guaranteed by the CITY.

The BIDDER is advised that this is a federally funded project, and as such subject to substantial special provisions and requirements. The BIDDER must ensure that all federal provisions are read, understood and complied with during the duration of the project, particularly regarding UDBE (see definition, below) issues and related Good Faith effort. In the case of discrepancies between City of Arcata and federal requirements, federal shall prevail.

11. OPENING OF BIDS

BIDDERS are invited to be present at the opening of the PROPOSALS. For the purpose of comparing the bids, approximate quantities in the PROPOSALS will be used. Lowest bidder will be determined by BASE BID only.

12. ADDENDUM

If any person contemplating submitting a bid for the proposed CONTRACT is in doubt as to the true meaning of any part of the PLANS, SPECIFICATIONS or other proposed CONTRACT DOCUMENTS, or finds discrepancies in, or omissions from the PLANS or SPECIFICATIONS, he may submit to the ENGINEER a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.

Any interpretation or correction of the proposed CONTRACT DOCUMENTS prior to bid opening will be made solely in the form of written ADDENDUM to the CONTRACT DOCUMENTS and when issued will be on file at the office of the CITY MANAGER before bids are opened.

Interpretations, corrections, or changes in the proposed CONTRACT allegedly made in any other manner shall not be binding for any purpose and BIDDERS shall not rely on such interpretations, corrections or changes. In addition, all ADDENDA will be mailed to each person purchasing CONTRACT DOCUMENTS, but it shall be BIDDER's responsibility to make inquiry as to the ADDENDA issued. All such ADDENDA shall become part of the CONTRACT documents and all BIDDERS shall be bound by such ADDENDA, whether or not received by BIDDER.

13. TRADE NAMES AND ALTERNATIVES

Pursuant to the requirements of Public Contract Code Section 3400, if any provision of these CONTRACT DOCUMENTS calls for a designated material, product, thing or service by specific brand name or trade name, such designation shall be deemed to be followed by the words, "or equal" so that BIDDERS may furnish any equal material, product, thing or service; provided, however, within a period of fifteen (15) DAYS after award of contract, the successful BIDDER shall submit to the ENGINEER a request for substitution as to any item which CONTRACTOR desires to substitute "an equal" item, and if CONTRACTOR fails to file such request within said time period, he will be deemed to have waived his privilege of substitution. The ENGINEER shall within a reasonable time after having received a request for substitution, issue in writing his decision as to whether the proposed substitute item is "an equal" item. The ENGINEER's decision shall be conclusive on both parties to the contract.

14. ADDITIONAL FEDERAL AND STATE REQUIREMENTS AND CONDITIONS

The bidder is directed to Section 5, pages FR1-FR15 and FSR1-FSR22, of these project documents. The bidder is reminded that all actions pertaining to bidding and, if awarded, fulfilling these contract documents must comply with federal and state requirements and guidelines.

GENERAL CONDITIONS

GENERAL CONDITIONS SHALL BE PURSUANT TO “GREENBOOK” STANDARDS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2009 EDITION SUPPLEMENTED BY, WHEN REFERENCED, THE “STATE OF CALIFORNIA STANDARD SPECIFICATIONS, 2010 EDITION”:

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1.1 DEFINITIONS

Acceptance -The formal written acceptance by the CITY of an entire PROJECT which has been completed in all respects in accordance with the SPECIFICATIONS and any modifications previously approved

Agency -Shall be the City of Arcata

Bidder – Any individual, firm, partnership, corporation, or combination thereof, submitting a PROPOSAL for WORK contemplated, and acting directly or through a duly authorized representative.

Board -Shall be the City Council for the City of Arcata

City -Shall be the City of Arcata

City Encroachment Permit - City Issued Encroachment Permit for the Foster Avenue Extension Project

City Standard Plans-The current versions of the City of Arcata Standard Plans

Contractor – The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, who have entered into the CONTRACT with OWNER, as party or parties of the second part or his or her legal representatives.

Days -Shall be working day unless otherwise specified

Engineer -Shall be the Public Works Director for the City of Arcata, or his Designee.

Liquidated Damages -The amount prescribed in the SPECIFICATIONS to be paid to the CITY or to be deducted from any payments due or to become due to the CONTRACTOR for each DAY'S delay in completing the whole or any specified portion of the WORK beyond the time allowed in the SPECIFICATIONS

Proposal Security -The cashier's check, certified check or Bid Bond accompanying the PROPOSAL submitted by the bidder as a guaranty that the BIDDER will enter into a CONTRACT with the CITY for the performance of the WORK if the CONTRACT is awarded to him.

Standard Specifications -Shall be the “Greenbook” Standard Specifications for Public Works Construction - 2009 Edition.

State Standard Plans -The 2010 edition of the Standard Plans, State of California, Department of Transportation.

State Standard Specifications -The 2010 edition of the Standard Specifications, State of California, Department of Transportation.

Surety -Any firm or corporation executing a surety bond or bonds payable to the CITY, securing the performance of the WORK either in whole or in part, or securing payment of claims for labor and material.

Warranty -The time period following formal acceptance of the WORK in which the CONTRACTOR is required to repair or replace parts of the WORK due to faulty construction. The maintenance warranty starts the date of SUBSTANTIAL COMPLETION except where partial acceptance of a specified area of the PROJECT is made, in which case the warranty period begins on the date of partial acceptance.

Working Days -Working days as used in the SPECIFICATIONS will be defined as any day, except as follows:

1.2 Saturdays, Sundays and legal holidays observed by the CITY, and days specifically defined in the City/Contractor Encroachment Permits

1.3 Days on which the CONTRACTOR is prevented from working by inclement weather or conditions resulting immediately therefrom as defined in Section 6.05, "Temporary Suspension of WORK".

SECTION 2 -CHANGES IN WORK

2.1 Markup -The markup for extra work is amended and shall be in accordance with the State Standard Specifications.

SECTION 3 -UTILITIES

3.1 Location -The Underground Service Alert phone number for this area is 1-800-227-2600

3.2 Water & Sewer -The City of Arcata is the water and sewer utility provider for areas within and nearby Arcata city limits. Contact the City of Arcata for non-location utility information.

SECTION 4- RESPONSIBILITIES OF THE CONTRACTOR

4.1 Liability Insurance -This section of the Standard Specifications is amended to be in accordance to the requirements of the Contract Agreement Article VI of the Specifications for the CONTRACT being bid.

4.2 Drainage Control CONTRACTOR will be required to submit a Stormwater Pollution Prevention Plan (SWPPP) prior to the start of construction (see Special Provision Section 4). This Plan shall be approved by the ENGINEER prior to commencement of WORK.5). This Plan shall be approved by the ENGINEER prior to commencement of WORK.

4.3 Traffic Control-CONTRACTOR shall submit a Traffic Control & Phasing Plan for this project in advance of receiving the Notice-to-Proceed. This Plan shall be approved by the ENGINEER prior to commencement of WORK.

4.4 Roadway Edge Control- During course of construction, any edges (i.e. edges resulting from cold-milling operations, etc.) in driven-way of roadway that will be re-opened to traffic shall not exceed 2" in height. CONTRACTOR shall ensure edges created during the course of construction that exceed this height and that will experience public motor vehicle/bicycle traffic will be temporarily ramped to within the 2" requirement.

4-5 Cultural Resources: "If cultural resources are encountered during construction activities, the contractor on site shall cease all work in the immediate area and within a 50' buffer of the discovery location and notify the City. A qualified archaeologist as well as a Tribal Historic Preservation Officer from the Bear River Band Rohnerville Rancheria, the Blue Lake Rancheria or the Wiyot Tribe are to be contacted by the City to evaluate the discovery. After consultation with all affected tribes and Rancheria the City, as lead agency, will determine if the cultural resource is significant and cannot be avoided. A written plan will be prepared by the City and implemented. If the cultural resource is found to be not significant, the City will provide the contractor written approval to continue with work.

Cultural Resources may include obsidian or chert flakes, tools, locally darkened midden soils, ground stone artifacts, shellfish and faunal remains, and human burials. If human remains are found, CA Health & Safety Code 7050.5 requires that the County Coroner be contacted immediately (707-445-7242). If the Coroner determines the remains to be Native American, the Native American Historic Commission will then be contacted by the Coroner to determine appropriate treatment of the remains pursuant with PRC 5097.98. Violators shall be prosecuted in accordance with PRC Section 5097.99." Work stopped for Cultural Resources shall be covered under Section 3-4 changed conditions in the Greenbook.

4.6 Street Closures, Detours, Barricades -This section of the Standard Specifications is amended as follows: *All* street or alley closures, or partial closures CONTRACTOR is required to: 1) obtain approval by the ENGINEER; 2) give 48 hours advance notice of such closure; 3) post the area to be closed and notify the adjacent properties and businesses; and 4) notify the following individuals/agencies with phone calls:

Arcata Public Works Secretary	822-5957
Arcata Police Department	822-2428
California Highway Patrol	822-5981
Arcata Fire Department	825-2000
Humboldt Transit Authority	443-0826

Arcata & Mad River Transit	822-3775
Arcata Ambulance	822-3353
Arcata School District	822-2614
Arcata High School	825-2434

Written approval is required by the ENGINEER.

*** **END OF SECTION** ***

NOT FOR BID USE

**SPECIAL PROVISIONS
SECTION 1
SUMMARY OF WORK**

PART 1 – GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. Description

The project includes but is not limited to: removal of; existing asphalt pavement, concrete sidewalk, concrete curb and gutter, and drainage facilities; and the placement/construction of concrete sidewalk, curb, curb and gutter, asphalt pavement, pavement striping and markings, signage, storm drain piping, storm drain inlets, water system extension, irrigation sleeves, irrigation connections to existing water main, retaining wall, drainage swales, providing and adjusting water meter boxes to grade, and adjusting utility and manhole covers to grade.

B. Location of Work and Property Ownership

The WORK area is located in the CITY of Arcata in Humboldt County in the northwestern portion of the State of California. The WORK begins at the intersection of Sunset Avenue and Jay Street and ends at the intersection of Alliance Road and Foster Avenue. The WORK is within City Right-Of-Way (ROW).

C. Contractor's Duties

1. Except as specifically noted, provide and pay for:
 - a. Labor, materials, and equipment
 - b. Tools, construction equipment, and machinery
 - c. Water and utilities required for construction. CITY will be able to provide water through fire hydrants (CONTRACTOR must check-out a temporary meter from City).
 - d. All other facilities and services necessary for proper execution and completion of WORK
2. Pay legally required sales, consumer, and use taxes
3. Procure and maintain all **insurance, license and bonds** required by these Contract Documents
4. Secure and pay for, as necessary for proper execution and completion of the WORK, applicable permits not mentioned elsewhere, licenses, and agreements. Conform to the requirements of all such documents.
5. Secure and pay for Caltrans encroachment permit (this is the contractor portion of the City's permit, also known as a "double permit")
6. Prepare required schedule of WORK.
7. Supply and distribute required construction notices.
8. Comply with codes, ordinances, rules, regulations, orders, and other legal work.
9. Promptly submit written notice to the CITY ENGINEER of observed variance of Contract Documents from legal requirements.

10. Enforce strict discipline and good order of the employees.
11. Coordinate with all affected property owners on construction inconveniences.
12. Submit an APPROVED water pollution control plan (WPCP) to the City of Arcata (see section 5).
13. Submit an APPROVED Traffic Control Plan **PRIOR** to work commencement.
14. Schedule inspections of form WORK **PRIOR** to placement of concrete.
15. Acquire Encroachment from North Coast Railroad Authority and other agencies as needed before any construction work.
16. Acquire Right of Entry as needed for the project.
17. **Maintain the license current for the duration of the contract.**

D. WORK By Others

1. City will serve as Contract Administrator for prompt payment to CONTRACTOR for work done for Private Parties resulting from a City determined nuisance condition or complaint being identified as the responsibility of a Private Parties to pay for.
2. City will supply necessary plans and provide survey information for construction.
3. City and/or contracted professional firm will serve as Resident Engineer, Inspector, and Construction Manager.

1.02 CONTRACTS

Anticipated work is as described in Section 2, 1.03 and as shown on the Project Plans. The contractor will be paid monthly on approved invoices.

1.03 WORK SEQUENCE

Prior to commencement of WORK, the CONTRACTOR shall become familiar with the existing underground utilities and surface facilities within the WORK area. CONTRACTOR shall immediately notify the ENGINEER of observed unexpected obstructions or interferences. After execution of the contract and before the first progress payment is made, the CONTRACTOR shall provide a construction schedule including start and completion dates for each of the work items identified in the bid package.

CONTRACTOR shall work in a manner and schedule consistent with the Traffic Control and Phasing Plan and Construction Schedule, both submitted before receiving the Notice to Proceed. During the course of WORK, any changes to these plans and schedules shall be approved by ENGINEER.

1.04 CONTRACTOR USE OF PREMISES

- A. Excess and/or unsuitable material shall be disposed of offsite by the CONTRACTOR. CONTRACTOR shall make all arrangements for equipment and material storage needs. CONTRACTOR shall assume full responsibility for protection and safekeeping of products stored on premises.

- B. Obtain and pay for use of additional storage or WORK area for operations. Obtain permit and pay for additional spoils disposal areas as desired for operations. Submit copies of all written agreements with property owners and all permits related to spoils disposal and grading.
- C. CONTRACTOR may have opportunity to use, with prior permission from ENGINEER, certain locations within City right-of-way for temporary parking, equipment and/or material storage. These locations are to be determined at time of Pre-Construction Meeting.

1.05 SPECIAL PERMITS AND REQUIREMENTS

The CONTRACTOR is cautioned that all WORK must comply with existing permit requirements. Cost of compliance with permit requirements is included in payment for individual items of WORK and no additional compensation for cost arising out of compliance will be allowed. City will waive all City-based encroachment fees for work done under this Contract. CONTRACTOR must still comply with CITY'S insurance requirements for all work within CITY right-of way.

The CONTRACTOR is further cautioned that all WORK must comply with existing federal and State requirements, per CONTRACT DOCUMENTS and applicable laws and regulations.

1.06 BEGINNING OF WORK AND TIME OF COMPLETION

In accordance with Instructions to Bidders Section 9 – Notice to Proceed, the CITY will issue a Notice to Proceed once all contract documentation is received and a Pre-Construction Meeting is held wherein is established a Construction Schedule, Start Date, Traffic Control, Storm Water Pollution Prevention Plan(SWPPP) and Phasing Plan. **The CONTRACTOR shall begin the WORK on the date established and noted on the Notice to Proceed.** When the schedule has been approved by the CITY, the CONTRACTOR shall complete said WORK in accordance with approved schedule. If CONTRACTOR does not complete WORK in accordance with the approved schedule, the CITY may elect to hire someone else to complete the WORK.

1.07 10.0 MATERIALS TESTING AND QUALITY CONTROL

The Contractor shall be responsible for controlling the quality of the materials incorporated into the work and of the work performed, and shall cooperate with the City of Arcata for necessary sampling requested by the City for material testing per the City's Quality Assurance Program (QAP). Soil, hot mix asphalt and aggregate sampling and testing shall be performed by an independent materials testing firm certified and licensed to perform such tests assigned to or requested of them. Should a test or retest indicate non-compliance with the requirements of the Contract Documents, the non-complying item of work shall be removed, reconstructed or reworked at no additional cost to the City of Arcata. All reconstructed and reworked items of work shall be tested in the same manner as required for the initial work at no additional cost to the City of Arcata. Prior to any removal, reconstruction or rework of any work item already incorporated into the project, the Contractor shall first obtain the approval of the City of Arcata as to the Contractor's proposed methods for removal, reconstruction, or rework.

Testing Frequencies

The frequency of sampling and testing shall be in accordance with the City's approved Quality Assurance Program (QAP), which is available for review upon request.

** END OF SECTION **

NOT FOR BID USE

SECTION 2

SITE CONDITIONS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Description

This Section generally describes the conditions of the WORK and work sites pertinent to accomplishing the finished improvements, and in complying with all special requirements and conditions placed on the Work by the City.

1.02 RELATED WORK

Section 1: Summary of Work

1.03 INFORMATION ON SITE LOCATIONS

A. LOCATION OF WORK:

CONTRACTOR shall acknowledge these conditions in bidding the project; no additional payment outside of the demolition items will be made for removal of, or any work with, these materials should they be encountered and/or removal become necessary. Contractor shall acknowledge that the WORK will occur almost entirely within City right-of-way.

1.04 CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR shall become familiar as to the nature and location of the work, the general and local conditions (particularly those bearing upon availability of transportation; disposal, handling, and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather, or similar physical water, electric power, and roads; and uncertainties of weather, or similar physical conditions at the site), the conformation and conditions of the ground, the character of equipment facilities needed preliminary to and during the execution of the work and all other matters which can in any way affect the work, or the cost thereof under this Contract.

(CT Std Spec 4-1.06B)

The CONTRACTOR shall promptly notify the Agency's Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
 - Contract documents
 - Job site examination
2. 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

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

a. *Engineer's Investigation and Decision (CT Std Spec 4-1.06C)*

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

1.05 ROAD CLOSURE

There shall not be any road closures during the course of this contracted work without written permission from the CITY ENGINEER. The CONTRACTOR may establish one-lane traffic control when a traffic control plan is submitted by CONTRACTOR and approved by ENGINEER and Caltrans, and proper signs and personnel are in place per the approved Traffic Control and Staging Plan.

PART 2 - EXECUTION

2.01 DISPOSAL SITES AND STAGING AREAS

All concrete, asphalt rubble and other debris from demolition shall be taken to a permitted disposal site for recycling. All other materials not suitable for recycling shall be removed from the site. The CONTRACTOR shall make all arrangements for disposal site (s) at CONTRACTOR's expense. Prior to dumping on any private property, a letter of permission allowing such dumping shall be obtained from the property owner and a copy presented to the ENGINEER. At the completion of WORK a letter from affected property owners will be required releasing the CONTRACTOR and CITY from future liability.

Staging/storage/parking areas shall be within City right-of-way and/or property, and their locations shall be determined at time of Pre-Construction Meeting. CONTRACTOR is advised that limited parking/storage/staging areas are available, and construction-related parking in nearby private lots is prohibited without prior written permission from property owner/tenant.

***** END OF SECTION *****

TECHNICAL SPECIFICATIONS
Special Provisions to the
Caltrans Standard Specifications, 2010

1.0 GENERAL

A. PROJECT DESCRIPTION

The City of Arcata (City), California intends to award a contract for the Foster Avenue Extension Project. The project includes all work included in the Plans, General Provisions, Technical Specifications, Standard Plans and Standard Specifications, to produce a complete and functional project, as determined by the City of Arcata.

B. SCOPE OF WORK

Contractor shall provide all materials, supervision, labor, equipment and supplies for construction of the Foster Avenue Extension Project. The project includes but is not limited to: removal of; existing asphalt pavement, concrete sidewalk, concrete curb and gutter, and drainage facilities; and the placement/construction of concrete sidewalk, curb, curb and gutter, asphalt pavement, pavement striping and markings, signage, storm drain piping, storm drain inlets, water system extension, irrigation sleeves, irrigation connections to existing water main, retaining wall, drainage swales, providing and adjusting water meter boxes to grade, and adjusting utility and manhole covers to grade.

C. LOCATION OF WORK

The work site is on Foster Avenue, Sunset Avenue, and Jay Street in Arcata, State of California.

D. INQUIRIES

All inquiries for the project shall be made to Doby Class, at 707-825-2170, or class@cityofarcata.org.

E. OWNER'S REPRESENTATIVES

Owner's authorized representatives will be identified prior to construction.

F. ROAD CLOSURES

1. City of Arcata	707-822-5957
2. Arcata Volunteer Fire Department	707-825-2000
3. Arcata Police Department	707-822-2428
4. California Highway Patrol	707-268-2000

G. STANDARDS

All work shall adhere to California Department of Transportation (CalTrans) 2010 Standard Specifications and Standard Plans and the Special Provisions contained herein and the latest edition of the California Building Code (CBC), Local, State and Federal regulations, all of which are incorporated into this Contract by reference. If in conflict, the Special Provisions will take precedence. The CalTrans Standard Specifications and Plans (2010) can be found at:
http://www.dot.ca.gov/hq/esc/oe/specifications/std_specs/2010_StdSpecs/.

H. CONFLICTS

Whenever a conflict arises between any of the referenced specifications, the plans take precedence with detail drawings having precedence over State Standard Plans in all cases. The Special Provisions take precedence over the State Standard Specifications.

I. PERMITS AND LICENSES

The Contractor is responsible for obtaining all permits and licenses needed for this project, and paying associated fees.

J. CONTRACTOR'S USE OF PREMISES

1. The Contractor shall take all reasonable precautions to restrict operations to the least area of work possible and shall not disturb private property beyond the areas of work or easements for the project.
2. The Contractor shall post temporary "No Parking" signs with dates and time restrictions described in work areas a minimum of forty-eight (48) hours prior to commencement of work. However, if the intended work does not commence within 24 hours of the scheduled work, all "No Parking" signs shall be removed from the site unless otherwise directed by the City's Representative. See "Traffic Control" section regarding coordinating work.
3. The normal working hours shall be no earlier than 8:00 A.M. and no later than 5:30 P.M. weekdays, unless otherwise approved in advance by the City of Arcata.
4. The Contractor shall provide equipment-staging space at their own expense and receive written approval from the City prior to storing any materials or equipment outside the construction limits of work.
5. The Contractor shall be cognizant of all utilities that cross the work area and take adequate measures to protect the utilities from damage. The City of Arcata assumes no liability of the location of utilities marked or otherwise, and the Contractor is encouraged to examine the site and contact the utilities via USA to determine if conflicts exist.
6. The Contractor is responsible for arranging hook-up of temporary power and is responsible for power hookup and power usage costs. It is the Contractor's responsibility to ensure the compatibility of power sources for their equipment.
7. The Contractor is responsible for furnishing and installing all required temporary buildings with sanitary toilets for use of all workmen; comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain in a sanitary condition at all times.

K. DIFFERING SITE CONDITIONS

Attention is directed to Section 4-1.06, "Differing Site Conditions," of the Standard Specifications. During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the "Materials Information," borings, other geotechnical data obtained by the City of Arcata's investigation of subsurface conditions, or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the City's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 5-1-43, "Potential Claims and Dispute Resolution" of the Standard Specifications and as specified herein; otherwise the decision of the City's Representative shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Technical Data," a review of the borings and other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions

above ground at the site.

L. INCREASED OR DECREASED QUANTITIES

Sections 9-1.06B "Changed Quantity Payment Adjustments" of the Standard Specifications is amended as follows:

Section 9-1.06B "Increases of More than 25%". **This applies to Hot Mix Asphalt only.**

Section 9-1.06C "Decreases of More than 25%". **This applies to Hot Mix Asphalt only.**

M. WORK SAFETY

The Contractor shall assume sole and complete responsibility for job site conditions for the duration of the project including, but not limited to, the safety and health conditions on the work site. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall comply with all applicable provisions of law including the standards, rules, regulations and orders established by the California Division of Industrial Safety. Contractor shall furnish and use safety devices and safeguards and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the work site safe and healthful. Contractor shall take all steps necessary to ensure that any hazardous condition is corrected promptly either by the Contractor or by assigning such responsibility to the appropriate subcontractor and ensuring that the corrections are completed. The City of Arcata, the engineer-of-record, construction manager and the officers, agents, employees and consultants, shall not have charge of or responsibility for construction or safety means, methods, techniques, procedures, as these are solely the responsibility of Contractor.

N. CONFINED SPACES

For any work that is to take place in a confined space, the Contractor shall comply with all CAL/OSHA regulations concerning entry into confined spaces. Confined space for the purpose of this Article shall mean the interior of storm drains, sewers, vaults, utility pipelines, manholes, reservoirs, and any other such structure which is similarly surrounded by confining surfaces so as to permit the accumulation of dangerous gases or vapors. Tests for the presence of combustible or dangerous gases shall be made with an approved device immediately prior to a worker entering a confined space and at intervals frequent enough to ensure a safe atmosphere during the time a worker is in such a structure. A record of such tests shall be kept at the job site. Sources of ignition, including smoking, shall be prohibited in any confined space until after the atmosphere within the confined space has been tested and found safe. No employee shall be permitted to enter or remain within a confined space until such confined space is free of concentrations of harmful gases, and lack of oxygen, unless the employee is wearing suitable and approved respiratory equipment. Confined spaces that contain or that have last been used as containers of toxic gases, light oils, hydrogen sulfide, corrosives, or poisonous substances, shall, in every case, be tested by means of approved devices or chemical analysis before being entered without wearing approved respiratory equipment. Reservoirs, vessels, or other confined spaces having openings or manholes in the side as well as in the top shall be entered from the side openings or manholes when practicable.

O. RECORD DRAWINGS

Using colored ink, the Contractor shall make changes on a set of clean prints of the contract drawings. Indicate all changes and revisions to the original design that affect the permanent structures/facilities. Reference underground utilities to semi-permanent or permanent physical objects. Reference water, sewer, telephone, and electrical lines to corners of buildings and survey markers. Drawings shall be kept current with all work instructions, change orders and construction adjustments. Drawings shall be subject to the inspection of the City's Representative at all times. Progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Project record drawings are the property of the City of Arcata. Prior to acceptance of the work, the Contractor shall deliver to the City one (1) set of neatly marked record drawings, accurately showing all the information required above. Full compensation for furnishing all labor, tools, equipment, material and incidentals and for doing all the work involved with 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 therefor.

P. SUBMITTALS

General

Submit samples, drawings, and data for the City's approval which will demonstrate fully that the construction, and all materials and equipment to be furnished will comply with the provisions and intent of this specification. Submit all samples, drawings and data, unless specified otherwise, in the quantity required for return to the Contractor, plus three, which the City will retain. Label each sample, naming the project, the source of the material, and the proposed location of use on the project. Restrict each submittal to only one Specification Section or portion thereof. Unless otherwise specifically permitted by the City, make all submittals in groups containing all associated items for complete systems. The City may reject partial submittals as not complying with the provisions of the contract documents.

Specific items to be covered by submittals shall include, but not limited to, the following:

Designation of Authorized Representative	Rock Energy Dissipater
Traffic Control Plan	Imported Topsoil & Mulch
Class 2 Aggregate Base	Irrigation System, Pipe and Fittings
Hot Mix Asphalt Mix Design	Pavement Markings / Markers / Striping
Concrete Mix Designs	Roadside Signs and Posts
Concrete Reinforcement	Seed Mix
Detectable Warning Surface	Plants and Trees
Fire Hydrants and Accessories	Bark Mulch, Compost Blanket and Rocks
Filter Fabric	Textured & Colorized Concrete
Retaining Wall (M.S.E.)	Street Lights
Fencing	Electrical Conduit & Conductor
Storm Drain Pipe and Fittings	Electrical Pull box
Drain Inlets, Inlet Filters, Beehive Grates	Sanitary Sewer Pipe and Fittings
Water Meter Boxes	Water Pipe, Valves, and Fittings

Where the specifications indicate that the Contractor must follow manufacturer's instructions for installation of materials or equipment, those instructions shall be submitted to the City of Arcata prior to the start of work whether or not instructions are listed specifically as a submittal. When referenced, the manufacturers printed installation instructions shall have the same effect as if printed in the contract documents. Make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work. Make all shop drawing prints in blue or black line on white background. Reproductions of City of Arcata's drawings are not acceptable. The Contractor shall not use red color marks on submittals. Duplicate all marks on all copies submitted and ensure marks are photocopy reproducible. Include legible scale details, sizes, dimensions, performance characteristics, capacities, test data, anchoring details, installation instructions, storage and handling instructions, color charts, layout drawings, parts catalogs, rough-in diagrams, wiring diagrams, controls, weights, and other pertinent data. Provide, at a minimum, the detail provided in the Contract Documents.

Prior to submittal for City's review, use all means necessary to fully coordinate all materials, including the following procedures:

1. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
2. Coordinate as required with all trades and with all public agencies involved.
3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.

The Contractor shall make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery. In scheduling, allow at least five (5) calendar days for the City's review, plus the transit time.

At least one copy of each submittal will be returned to the Contractor marked "No Exceptions Taken", "Make Corrections Noted", "Revise and Resubmit", or "Rejected." Submittals marked "No Exceptions Taken" or Make Corrections Noted" need not be resubmitted, but the notes shall be followed. If a submittal is rejected, it will be marked to indicate what is unsatisfactory. Resubmit revised drawings or data as indicated, in number of copies specified above.

Approval of each submittal by the City will be general only and shall not be construed as:

1. Permitting any departure from the contract requirements.
2. Relieving the Contractor of the responsibility for any errors and omissions in details, dimensions, or of other nature that may exist.
3. Approving departures from additional details or instructions previously furnished by the City.
4. Relieving the Contractor from verifying all field conditions and dimensions.

Any submittals which are returned to the contractor for resubmittal due to incompleteness or noncompliance more than once will cause additional review time and expense for the City of Arcata. The Contractor shall reimburse the City of Arcata for all costs associated with the third and subsequent review of any submittals. The City of Arcata reserves the right to deduct resubmittal review costs from amounts due the Contractor.

The contract is based on the materials, equipment, and methods described in the contract documents. Any proposed substitutions by the Contractor are subject to the City's approval. The City will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data, and all other information required by the City to evaluate the proposed substitution. Requests for substitutions shall be accompanied by a cover letter stating the reason for the substitution and any cost difference between the specified and proposed material. Any deviations from the plans and specifications shall be clearly identified on the submittal.

Certificate of Compliance

Certificates of Compliance may be required for any material incorporated into the project at the City's sole discretion.

Form of Submittal

Before submitting materials, Contractor shall provide the City a proposed submittal form for the City's review and approval or the Contractor shall use the sample form designated by the City.

Contractor shall completely identify each submittal and re-submittal by using the form approved by the City's Representative and number submittals consecutively beginning with 1. Re-submittals shall retain the original number with an added suffix starting with "A". Said form shall include the name of the City's Representative and the Project Name. It shall also clearly indicate the Item Description, Manufacturer, Specification Section Reference and Drawing Sheet Number(s) Reference. All submittals shall be certified by the Contractor for completeness and for compliance with the contract documents with the following Certification:

I hereby certify that all material submitted has been checked for completeness, for correctness, and for compliance with the drawings and specifications, that field dimensions and conditions have been verified, and that exceptions, if any are clearly noted. Allow a 3" x 4" space on the form for the City's Submittal Stamp. Transmit all submittals to City's designated representative.

Q. Measurement and Payment

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

When the bid schedule or Engineer's estimate does not contain a pay item for work shown in the plans or called for in the Contract Documents, no direct payment for work will be made, but the work will be considered paid under other contract items. Items of work or other services which the Contractor is required to supply, such as clean-up or other incidental items, and which are not listed as separate bid items shall be included in the related bid items and shall be considered as paid in those items, whether or not specifically identified in the descriptions. Also included in such contract costs are any costs associated with the repair of damage, which may occur to existing improvements as a result of these construction operations. No additional compensation will be allowed therefor.

Unless otherwise specified, measurement for work is in place, complete, and accepted.

The contract price paid shall include full compensation for furnishing all labor, materials, tools,

equipment and incidentals, and for doing all work involved as detailed in the Standard Specifications, these Special Provisions, and the plans. No additional compensation will be allowed therefor.

2.0 ORDER OF WORK AND PROGRESS SCHEDULE

Attention is directed to Section 8 "Prosecution and Progress" of the Standard Specifications and these Special Provisions.

- A. The first order of work will be for the Contractor to prepare and submit a Work Plan, Schedule, Public Notifications, Traffic Control Plan, and Submittals, for review and acceptance by the City of Arcata.

The Contractor shall allow ten (10) working days each for the City's Representatives' review of the above submittals which will be counted concurrently if all items are submitted simultaneously.

No work may begin under the Contract until the Public Notices, Work Plan, Schedule, and Traffic Control Plan have been approved by the City. Time required for review and approval of these items shall not constitute a basis for Contract time extension.

- B. **The second order of work shall be the distribution of approved public notices by the Contractor no later than 72 hours in advance of the work as noted on the plans and in accordance with the noticing requirements in the "Traffic Control," section and elsewhere in these Special Provisions.** Public notification(s) shall be sent by the Contractor to all affected residents, utility companies, school districts, fire districts, US Postal Service, and police/sheriff directly involved in this project. Contractor shall provide a copy of the public notification distribution list to the City of Arcata for review and approval.
- C. The third order of work, prior to commencing work, shall include obtaining an Underground Service Alert (USA) utility locate.
- D. The fourth order of work shall include implementing traffic control devices.
- E. The fifth order of work shall include the installation of water pollution control BMP's.
- F. The sixth order of work shall include clearing and grubbing, the removing of existing asphalt pavement, striping and markings, and the demolition of existing concrete facilities.
- G. The seventh order of work shall include grading/excavation for new curbs, curb and gutters, sidewalks, driveways, splitter islands, truck apron, drainage swales, roadways, multi-use trail, retaining wall, installation of water service extension, irrigation sleeves and connection to water mains, and the installation of storm drainage facilities.
- H. The ninth order of work shall include completing construction of curbs and gutters, sidewalks, driveways, splitter islands, truck apron, and retaining wall.
- I. The tenth order of work shall include the preparation of asphalt concrete structural section including subgrade and base preparation, placement of asphalt concrete surface on roadway and multi-use trail. Work shall also include the installation of survey monuments.
- J. The eleventh order of work shall include placement of pavement markings, striping, markers, signage, topsoil, soil amendment, mulch, hydroseed, trees and plants.
- K. The twelfth order of work shall include removal of traffic control.

The Contractor shall prepare and submit a work plan and progress schedule in accordance with Section 8-1.02 "Schedule" of the Standard Specifications and in a form provided by, or acceptable to the City of Arcata. The above items shall clearly disclose the Contractor's proposed procedures and methods of operation, and identify the contractors proposed schedule for road closures. The Progress Schedule will be reviewed for accuracy weekly. Any modifications to the Progress Schedule shall be submitted to the City of Arcata in writing. Modifications to the Progress Schedule will not constitute approval for a work schedule extension.

The Contractor shall submit a weekly schedule, separate from the entire project schedule, which shall clearly

show where and at what time the Contractor anticipates working. This separate weekly schedule shall be suitable for publishing in the local paper. A digital version and paper copy of the separate weekly schedule shall be submitted to the City of Arcata no later than Wednesday preceding the work week. The City of Arcata shall have the right to publish part or this entire schedule on the City of Arcata web page or in local publications.

Measurement and Payment

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made.

3.0 EXISTING FACILITIES

Attention is directed to 5-1.36 "Non-Highway Facilities" of the Standard Specifications and these Special Provisions.

It is not the intent of the plans to show locations of existing utilities, and the City of Arcata assumes no responsibility therefor. The Contractor shall be responsible for verifying their actual location and depth in the field. Where excavation is anticipated, the Contractor shall notify Underground Service Alert at (800) 642-2444 prior to excavation. It should be understood that various utilities are indicated on the Plans to show only the approximate location and must be verified in the field by the Contractor. It may be expected that there will be variation in location from that as shown on the Plans to the actual location. Actual location can best be determined in the field after pre-marking by the various utilities affected. The various utilities will cooperate with the Contractor to endeavor to familiarize the Contractor with all known underground utilities obstructions, but this will not relieve the Contractor from assuming full responsibility in anticipating and locating their actual location with respect to utilities which the Contractor must locate and identify under the provisions hereof.

- A. Gas and Electric
PG&E provides electrical service. It should be noted that where overhead service to a structure known requiring it does not exist, then underground power service shall be assumed to exist. PG&E can be contacted at (800) 743-5000.
- B. Telephone
AT&T maintains telephone lines in the project area. AT&T can be contacted at (707) 445-4069.
- C. Cable Television
Suddenlink Communication maintains cable television lines in the project area. Suddenlink can be contacted at (877) 443-3127.
- D. Roads and Streets
The City of Arcata Public Works has jurisdiction over roads and streets within the public right-of-way. They may be contacted by phoning (707) 822-5957.
- E. Sewer
The City of Arcata Public Works provides sanitary sewer facilities in the project area. They may be contacted by phoning (707) 822-5957. The contractor shall provide temporary sanitary facilities for workers throughout the project.
- F. Water
The City of Arcata Water Department supplies domestic water in the project area. (707) 822-5957.

Measurement and Payment

Full compensation for protection of existing utility facilities shall be considered as included in the various bid items and no separate payment will be made.

4.0 HAZARDOUS WASTE AND CONTAMINATION

Attention is directed to the provisions in Section 14-11 "Hazardous Waste and Contamination", of the Standard Specifications, and these Special Provisions.

Due to the uncertainty associated with origin of the existing fill soils and the prior land uses of the area, the potential exists for contaminated soils and/or groundwater within the project area. A Soil and Groundwater Contingency Management Plan (Contingency Plan) by Winzler & Kelly dated July 2008 was prepared for the project and is made a part of the Contract Documents through reference. The Contingency Plan should be appended to, and be made part of, a Site Safety Plan for the subject site of any Contractor(s) performing duties that could expose workers to impacted soil or groundwater. This Contingency Plan does not supersede the Standard Specifications, or all other applicable site plans. In areas of conflict, the more stringent plan shall apply.

5.0 PRESERVATION OF PROPERTY

Attention is directed to the provisions in Section 5-1.36A "Property and Facility Preservation", of the Standard Specifications, and these Special Provisions.

The Contractor will make a thorough investigation of the job site and size equipment accordingly. The Contractor shall select equipment to avoid damaging existing facilities, which include, but are not limited to: street paving, pipes, traffic controls, sidewalks, plants and trees, landscaping, curbs and gutters, retaining walls, drainage facilities, fencing etc. The Contractor, at no cost to the City of Arcata or property owner, shall restore any damage caused by the Contractor.

Measurement and Payment

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made.

6.0 MOBILIZATION/DEMOBILIZATION

General

Attention is directed to the provisions in Section 9-1.16, "Progress Payments" and Section 9-1.17, "Payment After Contract Acceptance" of the Standard Specifications, and these Special Provisions.

Mobilization and Demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and 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. Also included are final site cleanup, removal of all unused construction waste and demobilization of equipment from the site.

Measurement and Payment

Payment for Mobilization/Demobilization shall be made on a lump sum basis. This work covers all contractor costs and effort associated with mobilizing equipment, materials, and labor to the project site as well as demobilization of same for both the base bid schedule and any additive bid schedules if awarded. Items covered by this include, but are not limited to, bonds, insurance, contracting and administrative costs, costs associated with temporary facilities and utilities, punch list items, repairs of damaged property, site cleanup, and project maintenance and warranty. The City will pay the following:

- progress payment request Payment for 50 percent of the item total for the first monthly
- monthly progress payment request Payment for 25 percent of the item total for the second
- progress payment request Payment for 15 percent of the item total for the third monthly
- acceptance Payment for the remainder of the item total upon final project

7.0 STATIONARY MOUNTED CONSTRUCTION AREA SIGNS

General

Stationary-mounted construction area signs shall be furnished, installed at locations shown on the plans,

maintained, and removed when no longer required in accordance with the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions. In addition, attention is directed to Sections 7-1.03 "Public Convenience", 7-1.04 "Public Safety" of the Standard Specifications, in so far as they may apply, and the following Special Provisions.

All stationary-mounted construction area signs shall be provided by the Contractor, and shall remain his property after the completion of the contract.

Materials

Sign substrates for stationary-mounted construction area signs shall comply Section 12-3.06B(1) and 12-3.06B(2) of the Standard Specifications.

The base material of construction area signs shall not be plywood, cardboard, or paper.

Construction

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

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications.

Measurement and Payment

Stationary-Mounted Construction Area Signs as shown on the plans, except those signs required for lane and road closures and unless otherwise specified, will be paid for on the unit basis for each sign system installed. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing construction area signs, erecting or placing, maintaining (including covering and uncovering as needed) and, when no longer required, removing construction area signs at the locations shown on the plans.

8.0 TEMPORARY TRAFFIC CONTROL

General

The Contractor shall refer to the current California Manual of Uniform Traffic Control Devices, and shall furnish, erect, maintain and remove all necessary signs and devices during the length of this contract.

The applicable sections of Section 7-1.03 "Public Convenience", Section 7-1.04 "Public Safety", and Section 12, "Temporary Traffic Control", and Section 12-1.03 "Flagging Costs" regarding flagging costs are further revised to provide that all flaggers shall be provided by the Contractor at his expense. Flaggers shall be properly equipped and trained in accordance with "Instructions to Flaggers," published by the California Department of Transportation.

The contractor is responsible for developing and submitting to the City of Arcata a Traffic Control Plan for review and approval prior to commencement of construction activity.

Materials

Portable construction area signs shall comply Section 12-3.06B(1) and 12-3.06B(3) of the Standard Specifications.

The base material of construction area signs shall not be plywood, cardboard, or paper.

Construction

Contractor shall conduct operation as to offer the least possible obstruction and inconvenience to the public, and shall have under construction no greater amount of work than can prosecute properly with due respect to the rights of the public. The Contractor shall notify all affected parties 72-hours prior to any authorized road or driveway closures.

The Contractor shall provide pedestrian access to homes/residences at all times. The Contractor shall be prepared to remove closures and provide emergency vehicle access at all times. The Contractor will not be

entitled to compensation for the delays of work resulting from a closure needing to be opened in order to provide emergency vehicle access.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including sections closed to public traffic.

All temporary signs and warning devices, including warning signs placed beyond the limit of work, shall be provided by the Contractor and shall become his property after completion of the contract.

Work shall be accomplished in such a manner as to provide access to all intersecting streets and adjacent properties whenever possible. Access to private property shall be maintained at all times to the extent practicable. Any access restrictions shall be approved in advance by the City. **A single full road closure of Sunset Avenue will be allowed for a maximum duration of 48 hours, unless otherwise approved in advance by the City.**

Prior to the start of work, the Contractor shall provide the City of Arcata with a Traffic Control Plan. During the contract period, the Contractor shall coordinate his activities daily with the City of Arcata and make every effort to minimize the disruption of normal traffic and parking.

The Contractor shall post temporary NO PARKING signs as described in the "GENERAL" section of these Special Provisions. Written notice shall be approved by the City prior to any posting. It shall be the responsibility of the Contractor to maintain signs and barricades overnight and on weekends and until the completion of the contract. It will be the responsibility of the Contractor to arrange for the towing and removal of any vehicles which have not been removed by the owner and which interfere with any operations

At the end of any working day when work operations have obscured existing traffic striping, the striping shall be restored via reflective painting or other interim materials subject to the approval of the City of Arcata.

At the end of each day's work, and at other times when construction operations are suspended, all equipment and other obstructions shall be removed from that portion of roadway open for use by public traffic.

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

Measurement and Payment

Measurement and payment for this item shall be on a lump sum basis. The contract price shall include full compensation for furnishing all labor (including flagging costs), materials, tools, equipment, and incidentals, and for doing all the work involved including but not limited to: notifications, placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system as shown on the plans, including portable construction area signs, as specified in the Standard Specifications and these Special Provisions, and as directed by the City's Representative. The City will pay the following:

- progress payment request Payment for 50 percent of the item total for the first monthly
- monthly progress payment request Payment for 25 percent of the item total for the second
- progress payment request Payment for 15 percent of the item total for the third monthly
- acceptance Payment for the remainder of the item total upon final project

Stationary-mounted construction area signs are measured and paid separately under Stationary-Mounted Construction Area Signs.

9.0 CONSTRUCTION STAKING

General

This work shall consist of furnishing and setting construction stakes and marks by the Contractor to establish the lines and grades required for the completion of the work as shown on the plans and as specified in the Standard Specifications and these Special Provisions.

Construction

The layout and establishment of grades shall be made by the Contractor. The layout and grades shall be reviewed by the City's Representative prior to the placement of concrete. All layout and grades shall conform to the current code requirements for slopes and cross slopes. At locations where grades are not indicated on the plans, the work shall be laid out to comply with existing code requirements.

All other specifications, including the requirements in Section 5-1.26, "Construction Surveys," of the Standard Specifications, which require the establishment of lines and grades by the City's Representative, shall not apply to this contract.

Construction stakes and markings shall be removed from the site of the work when no longer needed.

Measurement and Payment

The lump sum price paid for Construction Staking shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work as stated herein and shown on the plans.

10.0 MATERIALS TESTING AND QUALITY CONTROL

General

The Contractor shall be responsible for controlling the quality of the materials incorporated into the work and of the work performed, and shall cooperate with the City of Arcata for necessary sampling requested by the City for material testing per the City's Quality Assurance Program (QAP).

Soil, hot mix asphalt and aggregate sampling and testing shall be performed by an independent materials testing firm certified and licensed to perform such tests assigned to or requested of them. Should a test or retest indicate non-compliance with the requirements of the Contract Documents, the non-complying item of work shall be removed, reconstructed or reworked at no additional cost to the City of Arcata. All reconstructed and reworked items of work shall be tested in the same manner as required for the initial work at no additional cost to the City of Arcata. Prior to any removal, reconstruction or rework of any work item already incorporated into the project, the Contractor shall first obtain the approval of the City of Arcata as to the Contractor's proposed methods for removal, reconstruction, or rework.

Testing Frequencies

The frequency of sampling and testing shall be in accordance with the City's approved Quality Assurance Program (QAP), which is available for review upon request.

Measurement and Payment

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made.

When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory and the cost thereof shall be paid by the Contractor.

11.0 WATER POLLUTION CONTROL & SWPPP

General

Attention is directed to Section 13 "Water Pollution Control" and Section 21 "Erosion Control" of the Standard Specifications and the following Special Provisions. The Contractor shall implement best management practices (BMPs) to protect coastal waters from pollution with sediments, fuels, oils, and other harmful materials.

The project shall comply with the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ, Order No. 2010-0014-DWQ, Order No. 2012-0006-DWQ and NPDES No. CAS000002).

Prior to construction, the Contractor shall prepare a storm water pollution prevention plan (SWPPP) (including

an Erosion and Sediment Control Plans) and file Notice of Intent (NOIs) to obtain coverage under the State Water Resources Control Board (SWRCB) Construction General Permit (CGP).

The Contractor shall be responsible for complying with the regulations and implement the BMPs presented in the SWPPP. The Contractor is responsible for complying with the requirements of the SWPPP including but not limited to: implementation and maintenance of BMP's, performing inspections and samplings, maintaining inspection reports and correcting any deficiencies identified by the City's Representative, the RWQCB, or the SWRCB at the Contractor's expense. In addition, the Contractor shall (at Contractor's expense) update the SWPPP to reflect modifications to stormwater control measures made in response to a change in design, construction, operation, or maintenance at the construction site that has or could have a significant effect on the discharge of pollutants from the project site that has not been previously addressed in the SWPPP.

The SWPPP shall remain on site for the full duration of the work. The Contractor shall review and abide by the instructions contained in the SWPPP.

The Contractor shall be liable for any fines issued to the project or to the City by the RWQCB, SWRCB for noncompliance. The contractor shall hold City and City's consultants harmless for any fines or sanctions caused by the Contractor's actions or inactions regarding compliance with the permits or erosion control provisions of the Contract Documents and SWPPP.

Construction

Water pollution control work shall conform to the requirements in the SWPPP prepared for this project and the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, latest edition.

The Contractor shall become fully informed of, and comply with the applicable provisions of the Handbook and Federal, State and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the City and made part of the contract, it is expressly agreed that the City assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the SWPPP and applicable provisions of the Handbook and Federal, State and local regulations. For the purposes of this paragraph, costs and liabilities include but are not limited to fines, penalties and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

If measures being taken by the Contractor are inadequate to control water pollution effectively, the City's Representative may direct the Contractor to revise the operations and the water pollution control measures. No further work shall be performed until the water pollution control measures are adequate as determined by the City's Representative.

Measurement and Payment

The contract lump sum price paid for Water Pollution Control and SWPPP includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in developing and implementing a SWPPP, including providing a WPC manager, conducting water pollution control training, and monitoring, implementing, maintaining, inspecting and correcting water pollution control practices, preparing rain event action plans (REAPs), submitting annual reports, and doing all other work as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City. The City will pay the following:

- SWPPP and acceptance of an NOI. A total of 50 percent of the item total upon approval of the
- acceptance A total of 100 percent of the item total upon contract

12.0 DUST CONTROL

General

Dust control shall conform to the provisions in Section 14-9.03, "Dust Control," of the Standard Specifications and these Special Provisions.

Construction

The following on-site mitigation measures shall be implemented for the duration of clearing and grubbing, demolition, excavation, concrete and paving activities to control dust:

- Trucks hauling dirt or other loose materials that exceed the top of the sides of the bed shall be covered.
- A water truck shall be available as needed to prevent a dust nuisance or as directed by the City's Representative.

This list is not inclusive and Contractor is responsible and liable for controlling dust at all times from all activities in the project area.

Measurement and Payment

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

13.0 TEMPORARY SHORING AND EXCAVATION SAFETY

General

Attention is directed to Section 7-1.02K(6)(b), "Excavation Safety," of the Standard Specifications and these Special Provisions. Contractor shall comply with Labor Code § 6705 while excavating. For an excavation 5 feet or more in depth, submit shop drawings for a protective system.

Construction

Temporary support shoring, temporary bracing, and protective covers if required, shall be designed and constructed in conformance with the provisions in Section 15-4.01C(2)(b), "Protective Covers," and Section 48 "Temporary Structures," of the Standard Specifications.

Temporary construction excavations and structures should conform to the regulations of the State of California, Department of Industrial relations, Division of Industrial Safety or other stricter governing regulations. The stability of temporary cut slopes, such as those constructed during the installation of the walls shall be the responsibility of the Contractor. The temporary cut slopes shown on the plans are considered maximum slopes; however, depending upon site conditions the Geotechnical Engineer may allow steeper temporary cut slopes. If the Contractor elects to use temporary shoring, the Contractor shall submit a temporary shoring plan to the City prior to commencing the work. The design submittal shall be prepared by a Civil Engineer registered in the State of California and shall address all aspects of the design, installation, and removal of the shoring system.

Measurement and Payment

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

14.0 CLEARING AND GRUBBING

General

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications. Site clearing, grubbing, and stripping should be conducted during dry-weather conditions only, unless approved in advance by the City.

Construction

Clearing and grubbing shall include, but not be limited to, the removal from the areas of work all weeds, trees, debris, concrete rubble, vegetation including roots and stumps as necessary to accommodate construction

operations, or as directed by the City's Representative. In addition, minor clearing of trash and debris may be necessary for within the limits of work.

Vegetation and organic material should be cleared and stripped from the planned construction area to a depth ranging from 3- to 6-inches. Soil containing more than two percent by weight or organic matter should be considered organic. Actual stripping depth may be determined by the City's Representative in the field at the time of stripping. The strippings shall be removed from the site.

Measurement and Payment

The lump sum price paid for Clearing and Grubbing shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work as stated herein and shown on the plans including but not limited to removal and disposal of trash, concrete rubble, vegetation, trees, sod, roots, weeds and other debris and organic material up to a depth of 12-inches, and pruning of existing vegetation as specified herein and as directed by the City's Representative.

15.0 DEMOLITION OF EXISTING FACILITIES

General

The work performed in connection with various existing facilities shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these special provisions.

Construction

Existing concrete structures, drainage inlets, pipe culverts, water lines, signs, posts, striping, markings, pavement markers, and other miscellaneous items where specified on the plans shall be removed and disposed or salvaged, in accordance with the provisions of Section 15 of the Standard Specifications. All material removed shall be considered the property of the Contractor and shall be removed and disposed of in accordance all applicable laws at the Contractor's expense. Demolished materials shall be disposed of outside the right of way in accordance with the Standard Specifications and applicable regulations. Before disposing material on non-City property, the contractor shall follow the requirements in Section 5-1.20B(4) "Contractor-Property owner Agreement". The Contractor shall restore at his or her expense all landscaping including sod, irrigation lines, miscellaneous concrete and/or other item of work to preconstruction status, in like kind or better, damaged by his/her operations.

Measurement and Payment

The contract lump sum price paid for Demolition of Existing Facilities shall include furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in removing, disposing and salvaging concrete structures, drainage inlets, pipe culverts, waterlines, water valves, signs, posts, striping, markings, pavement markers, and other miscellaneous items where specified on the plans including necessary sawcut, as shown on the plans, as specified herein and in the Standard Specifications and as directed by the City's Representative.

16.0 REMOVE CONCRETE AND ASPHALT CONCRETE SURFACING

General

Existing asphalt concrete pavement shall be removed at the locations and to the dimensions shown on the plans and shall conform to the provisions in Section 15 "Existing Facilities".

Construction

Prior to removing concrete and asphalt surfacing, all utility covers shall be marked and identified to avoid causing damage to the lid or frame. Contractor will be responsible for maintaining any temporary asphalt fill material over these facilities until the final paving surface is installed.

If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:200 (Vertical: Horizontal) or flatter to the level of the planed area.

All material removed shall be considered the property of the Contractor and shall be removed and disposed of in accordance all applicable laws at the Contractor's expense.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be disposed of in accordance with the Standard Specifications and applicable regulations. Before disposing material on non-City property, the contractor shall follow the requirements in Section 5-1.20B(4) "Contractor-Property owner Agreement".

The Contractor shall take all necessary measures to avoid the dispersion of dust. Attention is directed to Subsection 14-9.03, "Dust Control," of the Standard Specifications and these Special Provisions.

Measurement and Payment

Remove Concrete and Asphalt Concrete Surfacing will be measured by the square yard. The quantity to be paid for will be the actual area removal to the limits shown on the plans. The contract price paid per square yard for remove concrete and asphalt concrete surfacing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing concrete and asphalt concrete surfacing and disposing of demolished material, including removing and disposing of existing pavement markings and pavement markers, and furnishing the asphalt concrete for constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in the Standard Specifications and these special provisions and as directed by the City's Representative.

17.0 COLD PLANE ASPHALT CONCRETE

General

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans and shall conform to the provisions in Section 15 "Existing Facilities".

Cold planing shall include all work necessary to remove existing asphalt to a predetermined depth as indicated on the drawings or these specifications. The work includes, but is not limited to, removal of the existing pavement on existing gutters, removal of pavement to limits indicated on the plans, adjusting miscellaneous utilities and cleaning and disposal of debris. Full width grinding shall also be performed on sections of intersecting streets as indicated on the plans.

Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

The machine used for planing shall have performed satisfactorily on similar work and shall meet the following requirements herein.

The planing machine shall be specifically designed and built for the planing of bituminous pavements without the addition of heat. Cold planing machines shall be equipped with a cutter head not less than 30 inches in width and shall be operated so that no fumes or smoke will be produced.

The machine shall be operated in such a way so that no fumes or smoke will be produced. The machine shall be capable of removing the paving material next to curbs or gutters and be designed such that the operator thereof can at all times observe the planning operation without leaving the controls.

Construction

Prior to cold planing, on streets to have a uniform depth of the existing surface removed, all utility covers shall be lowered such that the cutting teeth of the planing machine passes over the adjusted lid without causing damage to the lid or frame. Contractor will be responsible for maintaining any temporary asphalt fill material over these facilities until the final paving surface is installed. The Contractor shall clearly mark or reference lowered sanitary sewer and water valves in case emergency access is required by the agency responsible for operation of the sewer and water system.

The depth, width, and shape of the cut shall be as shown on the typical cross sections or as designated by the City's Representative. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of

more than 0.15-foot will not be allowed between adjacent lanes open to public traffic.

Prior to cold planing, all utility facilities shall be lowered to below the grinding planes.

Pavement to be cold planed may contain existing pavement fabric.

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:200 (Vertical: Horizontal) or flatter to the level of the planed area.

During the cold planing operation, the Contractor shall sweep the roadway with mechanical equipment and remove all loosened material from the project site until completion of the removal work. All material removed shall be considered the property of the Contractor and shall be removed and disposed of in accordance all applicable laws at the Contractor's expense. In addition to removing the cold planned asphalt concrete, the Contractor shall remove any slurry seal or asphalt concrete which is adhered to the top of the adjacent gutter or cross gutter.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be disposed of in accordance with the Standard Specifications and applicable regulations. Before disposing material on non-City property, the contractor shall follow the requirements in Section 5-1.20B(4) "Contractor-Property owner Agreement". Removal operations of cold planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by the City's Representative.

The Contractor shall take all necessary measures to avoid the dispersion of dust. Attention is directed to Subsection 14-9.03, "Dust Control," of the Standard Specifications and these Special Provisions.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of in accordance with the Standard Specifications and applicable regulations. Before disposing material on non-City property, the contractor shall follow the requirements in Section 5-1.20B(4) "Contractor-Property owner Agreement".

Operations shall be scheduled so that not more than 7 days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

Measurement and Payment

Cold plane asphalt concrete pavement to the depth shown on the plans will be measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans. The contract price paid per square yard for cold plane asphalt concrete pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and disposing of planed material, including removing and disposing of existing pavement markings and pavement markers, and furnishing the asphalt concrete for constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in the Standard Specifications and these special provisions and as directed by the City's Representative.

18.0 EXCAVATION

General

Excavation shall conform to the provisions in Section 19-2 "Roadway Excavation," Section 19-1.03E "Ditch Excavation," and Section 19-6 "Embankment Construction" of Section 19 "Earthwork," of the Standard Specifications, these special provisions, and the project geotechnical report (dated April 11, 2014) by LACO & Associates (available upon request). Excavation activities should be conducted during dry-weather conditions only, unless approved in advance by the City.

Materials

Geotextile Fabric shall be Tensar Geogrid TX160 or approved equal.

Construction

Excavation consist of all excavation (cut) necessary for the grading and construction of curbs, gutters, sidewalks, trails, and roads, staging area connections, slope rounding, benching, swales, planters, rain gardens, and ditches regardless of the nature or characteristics of material encountered during construction. Excavation also includes the removal of existing sub-base, and base as well as subgrade preparation. Excavation does not include wetland mitigation area work. All excavation for wetland mitigation will be paid separately as Wetland Mitigation.

Undocumented fill should be removed to a depth of at least 12 inches below existing grade or the planned subgrade, whichever depth is greater.

The upper 6 inches of subgrade that is to support pavement (concrete and asphalt concrete) shall be scarified and recompacted to a minimum of 95 percent relative compaction per CalTrans Test Methods Cal 216 and 231.

Place Tensar Geogrid TX160 on the bottom of the 12-inch excavation for the entire width of the roadway and trial section between Station 18+50 and 20+00, and between Station 24+30 and Station 25+30. Overlap geogrid in accordance to manufacturer's written recommendations.

The City's Representative may require the contractor to demonstrate compliance with subgrade requirements by proof rolling (in addition to compaction testing), which shall be conducted with a fully loaded 10 yard dump truck with a minimum rear axle load of 8 tons or equivalent. The subgrade surface should provide a firm and unyielding surface under the load of the dump truck. Organic-laden soils or soft soils identified by the City's Representative during proof rolling shall be removed and replace in accordance to Section 21.0, Subgrade Replacement, of these Special Provisions.

Unrestrained cutslopes should be sloped at 2:1 (Horizontal : Vertical) or flatter.

Before disposing of any excess material, the contractor shall follow the requirements in Section 5-1.20B(4) "Contractor-Property owner Agreement".

Measurement & Payment

Measurement and payment for Excavation shall be measured and paid for by the contract price paid per cubic yard of excavation and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for excavating material, subgrade compaction, maintaining any stockpiled material, transporting and disposal of excess material, to a legal dump site, or other approved location, and all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections.

Payment of Excavation shall conform to Section 9-1.02C of the Standard Specifications and quantities shall be final pay quantities stated in the Bid Schedule. No additional allowance will be made unless the dimensions as shown on the plans are changed by the City's Representative.

Geogrid installed at the locations specified above shall be measured and paid for by the square yard of material installed, excluding overlaps. The price paid for Geogrid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work as stated herein and shown on the plans. Geogrid used for subgrade replacement will not be measured separately but will be considered paid under Subgrade Replacement.

All excavation for wetland mitigation will be paid separately as part of Wetland Mitigation.

Before disposing material, the contractor shall follow the requirements in Section 5-1.20B(4) "Contractor-Property owner Agreement".

19.0 EMBANKMENT CONSTRUCTION

General

Embankment shall conform to the provisions in Section 19-6 "Embankment Construction" of Section 19 "Earthwork," of the Standard Specifications, these special provisions, and the project geotechnical report (dated April 11, 2014) by LACO & Associates (available upon request). Embankment construction activities should be conducted during dry-weather conditions only, unless approved in advance by the City.

Materials

Use material from excavations or from local or imported borrow.

Construction

Embankment (fill) construction includes:

1. Preparing areas to receive embankment material
2. Placing and compacting embankment material including:
 - a. Suitable material within roadway areas where unsuitable material has been removed
 - b. Material in holes, pits, and other depressions within the roadway and trail areas

Prior to placing embankment materials, the top 12-inches of exposed material shall be removed in accordance to Section 18.0, Excavation, of these Special Provisions. Scarify, moisture condition, and recompact the upper 6 inches of exposed embankment subgrade to near optimum moisture content and a minimum of 90 percent of the maximum dry density as determined by the CalTrans or ASTM methods.

Proof roll the exposed embankment subgrade under the supervision of the project Geotechnical Engineer or their representative. Proof rolling should be conducted with a fully-loaded, ten-yard dump truck with a minimum rear-axle load of 8 tons or equivalent. The soil surface should provide a firm and unyielding grade under the load of the dump truck. Organic-laden soils or soft soils identified by the City's Representative during proof rolling shall be removed and replace in accordance to Section 21.0, Subgrade Replacement, of these Special Provisions.

All embankment fill material shall be compacted to a minimum of 90 percent of the maximum dry density of the same soil as determined by the CalTrans or ASTM method. A qualified Field Technician retained by the City shall be present to observe fill placement operations and to perform field density tests (per ASTM D6938) at random locations throughout the fill to confirm that the specified relative compaction is being achieved by the Contractor. The structural fill should be placed in loose lifts (less than approximately 8-inches-thick) on a prepared subgrade.

The upper 6 inches of subgrade that is to support pavement (concrete and asphalt concrete) shall be compacted to a minimum of 95 percent relative compaction per CalTrans Test Methods Cal 216 and 231.

Unretained fill slopes shall be sloped at 2:1 (Horizontal : Vertical) or flatter.

Construction

Construct embankments in accordance to Section 19-6.03 of the Standard Specifications.

Measurement & Payment

Measurement and payment for "Embankment" shall be on a cubic yard basis of placed fill as measured by the lines and grades on the plans and no additional payment will be allowed therefor. The above contract unit cost shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for placing and compacting embankment material as shown on the plans, maintaining any stockpiled material, and all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans.

Payment of Embankment shall conform to Section 9-1.02C of the Standard Specifications and quantities shall be final pay quantities stated in the Bid Schedule. No additional allowance will be made unless the dimensions as shown on the plans are changed by the City's Representative.

20.0 BORROW MATERIAL

General

Borrow Material shall conform to the provisions in Section 19-7 "Borrow Material" of the Standard Specifications, these special provisions, and the project geotechnical report (dated April 11, 2014) by LACO & Associates (available upon request).

Definitions

Local borrow: Material obtained from sources on the job site. The location of the local borrow shall be subject to approval by the Engineer.

Imported borrow: Material obtained from sources outside the job site.

Materials

Borrow material (local or import) used for embankment construction shall be suitable for the purpose intended, have a low expansion potential, be free of organic matter, debris and other deleterious matter, and meet the following requirements:

SIEVE SIZE	PERCENT PASSING (By Dry Weight)
3 inch	100
2 inch	85 - 100
No. 200	10 - 50
Liquid Limit – 40 Percent Maximum Plasticity Index – 15 Percent Maximum R-value – 22 Minimum (pavement areas only)	

Borrow material shall also be free of man-made refuse such as:

1. Portland cement concrete
2. Asphalt concrete
3. Residue from grooving and grinding operations
4. Metal
5. Rubber
6. Mixed debris
7. Rubble

In general, material excavated onsite is anticipated to conform to the requirements of local borrow for reuse in embankment construction and shall be approved by the Geotechnical Engineer prior to reuse and verified during grading. The fine grain native soils present westerly of Station 20+50 are not suitable for reuse as a structural fill.

The existing pile of recycled asphalt/base rock currently present near Station 17+00 is suitable for reuse as embankment material.

Material not conforming the above requirements may be suitable for embankment construction if the contractor demonstrates that the proposed material will perform in an equivalent manner. The contractor is responsible for submitting, at least 72 hours (3 days) in advance of its intended use, samples of the proposed materials for laboratory testing at Contractors cost, and approval by the City's Geotechnical Engineer.

Construction

Work shall conform to Section 19-7.03 of the Standard Specifications. Clear, grub, and strip borrow sites if necessary. Excavate, load, and if necessary haul borrow material.

Measurement & Payment

Measurement and payment for "Borrow Material" shall be measured and paid for as excavation. No additional compensation will be allowed therefor.

21.0 SUBGRADE REPLACEMENT

General

The work shall consist of removal and disposal of unsuitable subgrade material during subgrade preparation for embankment areas or subgrade that is to support new pavement areas.

Materials

Geotextile Fabric shall be Tensar Geogrid TX160 or approved equal.

Class 2 aggregate base shall conform to Section 26 of the Standard Specifications.

Construction

During sub-grade preparation in areas of new fill foundations, if sub-grade materials consist of very soft soils or organics where compaction is unachievable due to pumping soils, the sub-grade shall be treated by sub-excavating an additional 24 inches and placement of a layer of Mirafi 600x fabric, or equivalent, placed on the bottom of the excavation and covered with 24 inches of 3-inch minus river run material. Vibratory compaction equipment shall not be used when placing and compacting the river run material.

Removed materials shall be disposed of on non-highway property, contractor shall follow the requirements in Section 5-1.20B(4) "Contractor-Property owner Agreement" of the Standard Specifications.

Measurement and Payment

Measurement and payment for "Subgrade Replacement" shall be paid on a cubic yard basis for actual subgrade replaced. The quantity shown on the bid schedule is an estimate only, and actual quantities will be determined based on the recommendations by the City's Geotechnical Engineer made in the field during construction. The above contract unit cost shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved in removal and disposal of existing material, excavation and disposal native subgrade materials, furnishing and placement of the geotextile fabric, placement and compaction of Class 2 aggregate base, and all other incidentals necessary to complete the work in place. Payment for Subgrade Replacement will not be made unless work is authorized in advance and in writing by the City's Representative.

22.0 MECHANICALLY STABILIZED EMBANKMENT (RETAINING WALL)

General

Mechanically Stabilized Embankment (M.S.E) retaining walls/structures shall conform to the provisions in Section 47-2 "Mechanically Stabilized Embankment" of the Standard Specifications, these special provisions, and the project geotechnical report (dated April 11, 2014) by LACO & Associates (available upon request).

Materials

Materials shall conform to the provisions of Section 47 "Earth Retaining Systems" and these Special Provisions.

Wire Reinforcement and Cap Mesh: Welded wire fabric for facing shall be formed by a 90-degree bend of the soil wire reinforcement mesh and a prong to interlock with the soil reinforcing mesh above. The reinforcing mesh shall be shop fabricated of cold drawn steel wire and shall be welded into the finished mesh fabric conforming to the minimum requirements of ASTM A-1064, with a yield strength minimum of 450 MPa. Welded Wire Mesh for the M.S.E. wall shall be as per project specifications, and will be commercial galvanized. Any damage done to the mesh galvanization prior to installation shall be repaired in an acceptable manner and in a galvanized coating comparable to that provided. Wire reinforcement and cap mesh shall be manufactured by Hilfiker Retaining Walls or other manufacturer approved by the City's Representative prior to bid opening.

Backing Mat: Where required, as shown on the plans, steel backing mat shall be W5 vertical x W2.5 horizontal minimum (.2582" x .178" nominal diameter) welded wire fabric meeting ASTM A-1064.

Hardware Cloth: Where required, as shown on the plans, 20-Gauge metallic hardware cloth screen, or 23-Gauge PVC coated (Brown or Green) hardware cloth screen with openings not exceeding ¼ inch (6.4 mm) and a roll width of 26- inches. The hardware cloth screen shall be in accordance with ASTM A-740 and shall be placed between the backfill and steel backing mat. A minimum vertical lap of 2" and horizontal lap of 1" must be maintained to retain the wall backfill.

Galvanization for all steel components shall conform to Section 75-1.05 and comply with ASTM A-123.

Geotextile Fabric: Non-woven filter fabric (Mirafi 140 or equivalent).

Select Granular Backfills: Select granular backfill materials for the M.S.E. wall shall be free of organic and otherwise deleterious materials and shall conform to the following gradation limits and property requirements per Section 47-2.02C and as shown below:

SIEVE SIZE	PERCENT PASSING (AASHTO T 27 & T 11)
6 inch	100
3 inch	75 - 100
No. 200	0 - 15
Note: If 12% or less passes the no. 200 sieve and 50 % or less passes the no. 4 sieve, the	

Sand Equivalent and Plasticity Index requirements do not apply.

Select Granular Backfill material shall meet the following requirements:

Test	Requirement	Test Method
Plasticity Index	≤ 6	AASHTO T 90
Particle Size	≤ 15%	AASHTO T-88
Resistivity	≥ 3000 OHM-cm (min)	AASHTO T 288
pH:	5.0 to 10.0, inclusive	AASHTO T 289
Chlorides	≤ 100 mg/kg (ppm)	AASHTO T 291
Sulfates	≤ 200 mg/kg (ppm)	AASHTO T 290
Organic Content	<1%	AASHTO T267-86

Note: If the resistivity is greater than or equal to 5,000 ohm-cm, the chlorides and sulfates requirements may be waived.

In addition, Select Granular Backfill material shall exhibit an angle of internal friction of not less than 34 degrees, as determined by the standard direct shear test ASTM D-3080-72 (AASHTO T-236), utilizing a sample of the material compacted to 90% percent of ASTM D-1557-92. No testing is required for backfill where 80 percent of the material is greater than ¾ inch (19 mm). Before construction begins, the material selected shall be subject to show conformance with this frictional requirement.

Acceptance of Material: The Contractor shall furnish to the Owner a Certificate of Compliance certifying that the select granular backfill material complies with this section of the specifications. In addition, Contractor shall perform all required test to substantiate compliance with the specifications, and shall furnish test results to the Owner.

The frequency of sampling of Select Granular Backfill necessary to assure the above-mentioned requirements shall be directed by the City's Representative.

Select Granular Backfill not conforming to these specifications shall not be used without written consent of the Owner.

Composite Drainage System Manufacturers:

1. J-DRain, 300 Series
2. TenCate Mirafi, G Series
3. Or approved equal

Collection Pipe: By same manufacturer of composite drainage system.

Construction

Erect the wall according to the drawings and the manufacture's recommendations. Provide personnel experienced in the construction of mechanically-stabilized earth walls, as evidenced by the successful completion of at least 2 mechanically-stabilized earth walls. Submit qualifications of the personnel to the City's Representative for approval at least two weeks prior to beginning work. Have an experienced field representative for the wall system manufacture available during erection. Submittals shall be made per these Special Provisions.

Excavation, foundation preparation, and backfilling operations shall comply with the manufacturer's recommendations and the requirements of Section 47-2.03B, "Earthwork", of the Standard Specifications and these special provisions.

Backfill shall be placed in complete horizontal lifts. The maximum lift thickness after compaction shall not exceed twelve (12) inches. The contractor shall decrease this lift thickness, if necessary, to obtain the desired density.

Any unsuitable foundation material below the reinforced soil volume, as determined by the Owner's Geotechnical Engineer, shall be excavated for the full length of mat reinforcements, and to a depth as directed

by the Owner's Geotechnical Engineer. Excavated unsuitable material shall be replaced as directed by the Owner's Geotechnical Engineer.

During any excavation, foundation preparation, and backfilling operations, the Contractor is specifically directed to Subsection 19-1.02, "Preservation of Property". The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

Measurement and Payment

Measurement for Retaining Wall (MSE Welded Wire Face) system shall each be on a square foot of wall face basis complete and in place. The above contract unit cost shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; for doing all work involved including but not limited to: control of grade, wall excavation, wire mesh reinforcement mats, backing materials, geotextile, wall drain system, permeable material, mat penetrations for drainage culverts and or structures, backfilling, disposal of unsuitable materials, miscellaneous incidentals, and other expenses to provide a finished product and all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans.

23.0 STORM DRAIN INLETS, INLET FILTER, MODIFY EXISTING STORM DRAIN JUNCTION BOXES, AND STORM DRAIN MANHOLES

General

This work shall consist of furnishing and installing a new storm drain inlet, inlet filters, manholes, and modify existing storm drain junction boxes, where called for in the plans and these Special Provisions.

Materials

Storm Drain Inlets shall be precast concrete, with minimum 4-inch thick walls (except RCP Inlets), and 6-inch thick bottom. Storm Drain Inlets and Manholes shall conform to the provisions of Section 70 "Miscellaneous Drainage Facilities" and these Special Provisions. Modify Storm Drain Junction Boxes to be cast-in-place where called for in the plans.

Flat grates for Storm Drain Inlets, unless notes otherwise on the plans, shall be bolt down, galvanized steel, ADA compliant, Bicycle proof, with H-20 loading.

Beehive grates for Storm Drain Inlets (RCP) shall be cast iron, with frames that allow the grate to be removed and be the make and model called for on the plans (or approved equal).

Lids for Junction Boxes and Storm Drain Manholes shall be cast iron manhole frame and cover complying with the requirements of Section 75.

Inlet Filters shall be Flowgard+Plus with Fossil Rock absorbant pouches, or approved equal. Contractor responsible to determine required dimensions for each Filter Insert. For each inlet filter installed, the Contractor shall provide ten (10) additional Fossil Rock absorbent pouches to City.

Construction

Excavation and backfilling operations shall comply with the manufacturer's recommendations and the requirements of Section 19, "Earthwork", of the Standard Specifications. During any excavation and backfilling operations, the Contractor is specifically directed to Subsection 19-1.02, "Preservation of Property". The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

Measurement and Payment

Measurement for Storm Drain Inlets, Inlet Filter, Storm Drain Manholes, and Modify Storm Drain Junction Boxes shall each on a unit basis for each unit installed complete and in place. The above contract unit cost shall be considered full compensation for layout for drainage inlets, manholes, and modifying junction boxes, measuring and evaluating existing or new pipes to determine the final dimensions and alignment, excavation, subgrade preparation, bedding, backfill, aggregate base, compaction, concrete, connection of piping, frames and grates, inlet filters, and site cleanup. This item covers all labor, materials, tools, equipment, transportation, and incidentals; and other expenses to provide a finished product and all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans.

24.0 STORM DRAIN PIPE

General

This work shall consist of furnishing and installing Storm Drain Pipe called for in the plans and these Special Provisions.

Materials

Corrugated HDPE shall be dual wall, smooth interior wall with annular exterior corrugations and shall conform to the provisions of Section 64, Plastic Pipe of the Standard Specifications. Pipe shall be joined using a bell & spigot joint meeting ASTM F2648. The joint shall be soil-tight and gaskets, when applicable, shall meet the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

Marking at plant: Each pipe and fitting shall be marked at the plant. Marking shall include size or diameter and class of pipe or fittings, manufacturer's identification, and date of manufacture, plus other information required for each type of pipe.

Construction

Excavation and backfilling operations shall comply with the requirements of Section 19, "Earthwork", of the Standard Specifications. During any excavation and backfilling operations, the Contractor is specifically directed to Subsection 19-1.02, "Preservation of Property". The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

Measurement and Payment

Measurement Storm Drain Pipe item shall be on a per linear foot basis measured along the top of the pipe through fittings. The respective prices paid per linear foot for the different material types and sizes of Storm Drain Pipe shall include furnishing all labor, materials and equipment necessary to complete the work, (including pipe elbows, couplings, inlet and outlet end sections, trench excavation, subgrade preparation, bedding, backfill, aggregate base, compaction, making necessary modifications to existing catch basins, drainage structures, raising and/or lowering existing utility pipes to accommodate the new drainage pipes, and landscaping/open space restoration necessary to install the drainage systems indicated on the plans and specified herein.

25.0 RELOCATE EXISTING FIRE HYDRANT

General

This work shall consist of relocating fire hydrants where called for in the plans and these Special Provisions.

Materials

- a. Furnish materials in accordance with local standards:
 4. Ends: Mechanical joint or bell end.
 5. Bolts and Nuts: Corrosion resistant.
 6. Coating: AWWA C550; interior.
- b. Finish: Primer and two coats of yellow enamel.

Construction

Relocate existing fire hydrant assemblies in accordance to the plans. Set hydrants plumb with pumper nozzle facing roadway; set hydrants with centerline of pumper nozzle 18 inches above finished grade and safety flange not more than 3 inches nor less than 2 inches above grade. Construct 3'X3'X6" concrete pad around fire hydrants in accordance with the plans if not placed in new sidewalks areas. Paint hydrants in accordance with local color scheme.

Components shall be disinfected prior to acceptance at the same time as the pipeline is disinfected.

Fire hydrant assembly shall be disinfected in accordance to AWWA C651 at the same time as the water pipelines are disinfected.

Place raised blue marker at centerline of road adjacent to hydrants, 6" offset from edge of centerline striping

per California Manual of Uniform Traffic Control Devices.

Measurement and Payment

Measurement and payment for Relocate Existing Fire Hydrants shall be paid for on the unit each basis for each assembly installed, complete and in place. The price paid shall include furnishing all labor, materials and equipment necessary to complete the work, including but not limited to: excavation, bury, thrust blocking, break-off riser, backfill, concrete pad, concrete block, raised blue marker, and all other work to provide complete installation.

26.0 WATER SYSTEM EXTENSION

General

This work shall consist of furnishing and installing Water System Extension as called for in the plans and these Special Provisions.

Work includes installing pipe, fittings, gate valve, blind flange, service saddle, ball valve and nut, and valve boxes and risers, as required to make a complete working system.

Materials

Water Pipe shall be PVC C900 class 150. All fittings shall be ductile iron meeting the requirements of AWWA C111 and have compression gasket rings meeting the requirements of ASTM D3139 and be compatible with that of the pipe.

Marking at plant: Each pipe and fitting shall be marked at the plant. Marking shall include size or diameter and class of pipe or fittings, manufacturer's identification, and date of manufacture, plus other information required for each type of pipe.

Gate Valves shall be the resilient wedge type and meet the following requirements:

- a. Furnish with these standard features:
 1. Class 250 (250 PSI rated).
 2. All Ductile Iron Construction.
 3. Complies with ANSI / AWWA C515.
 4. Fusion-bonded epoxy coating complies with ANSI / AWWA C550

Gate Valve and ball valve boxes shall be pre-cast concrete boxes with cast iron frame and cover marked "Water", Christy No. G-5 or approved equal.

Marking tape shall be 2 inches wide with in-print "Caution – Buried Water Line Below", color shall be green. Tape shall be as manufactured by Calpico Inc., or approved equal.

Trace wire shall be unshielded 10 AWG THWN insulated copper wire.

Construction

Excavation and backfilling operations shall comply with the requirements of Section 19, "Earthwork", of the Standard Specifications. During any excavation and backfilling operations, the Contractor is specifically directed to Subsection 19-1.02, "Preservation of Property". The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

Where water and sewer lines cross, the waterline shall be installed a minimum of 12 inches horizontally and vertically above the top of the sewer line, and constructed on a solid shelf on one side of the trench.

Marking tape, appropriately color coded and marked, shall be placed above the lines 6 to 12 inches below finish ground grade.

Pressure test water system in accordance with AWWA C600 and the following:

- a. Test Pressure: Not less than 200 psi or 50 psi in excess of maximum static pressure, whichever is greater.
- b. Conduct hydrostatic test for at least two-hour duration.
- c. Fill section to be tested with water slowly, expel air from piping at high points. Install corporation cocks at high points. Close air vents and corporation cocks after air is expelled. Raise pressure to specified test pressure.
- d. Observe joints, fittings and valves under test. Remove and renew cracked pipe, joints, fittings, and valves showing visible leakage. Retest.
- e. Correct visible deficiencies and continue testing at same test pressure for additional 2 hours to determine leakage rate. Maintain pressure within plus or minus 5.0 psig of test pressure. Leakage is defined as quantity of water supplied to piping necessary to maintain test pressure during period of test.
- f. Compute maximum allowable leakage by the following formula:

$L = (SDV \sqrt{P})/C$
L = testing allowance, in gallons per hour
S = length of pipe tested, in feet
D = nominal diameter of pipe, in inches
P = average test pressure during hydrostatic test, in psig
C = 148,000
When pipe under test contains sections of various diameters, calculate allowable leakage from sum of computed leakage for each size.

- g. When test of pipe indicates leakage greater than allowed, locate source of leakage, make corrections and retest until leakage is within allowable limits. Correct visible leaks regardless of quantity of leakage.

Disinfection of potable water distribution system; and testing and reporting of results:

- a. Before being placed into service, all new water pipelines shall be chlorinated using the Continuous Feed Method specified in AWWA C651, AWWA Standard for Disinfecting Water Mains. The City's Representative shall approve the procedure in advance.
 1. The Contractor will determine the location of the chlorination and sampling points in the field. The Contractor shall install taps for chlorinating, sampling and expulsion of air and shall uncover backfill and plug the taps as required.
 2. Prior to disinfecting the water main, the main shall be completely filled to remove all air pockets and then flushed to remove particulate. The flushing velocity in the main shall not be less than 2.5 feet per second unless the City's Representative determines that the conditions do not permit the required flow to be discharged to waste.

Required Flow to Flush Pipelines (40 PSI Residual Pressure in Water Main)

Pipe Diameter (in)
8"

(Approximate Velocity in Main)

400gpm

3. At a point not more than 10 feet downstream from the beginning of the new main, water entering a new main shall receive a dose of chlorine fed at a constant rate such that the water will not have less than 25 mg/L (PPM) free chlorine throughout the entire section of pipe to be chlorinated.

Chlorine Required to Produce 25 mg/L Concentration in 100 Feet of Pipe by Diameter

Pipe Diameter (in)	100% Chlorine (lbs)	1% Chlorine Solution (gals)
8"	0.054	0.65

4. The chlorinated water is to remain in the new pipeline for at least 24-hours. After a contact time of 24 hours there should be a free chlorine concentration of not less than 10 mg/L. During this period, proper precautions are to be taken to prevent this chlorinated water from flowing back into the existing system.
- b. The Tablet Method consisting of placing calcium hypochlorite granules or tables in the water main as it is being installed and then filling the main with potable water and allowing it to set for a contact period is not acceptable.
- c. The interior of all pipe, fittings, and valves used in making a repair or tie-in shall be swabbed or sprayed with a one percent (1%) hypochlorite solution before they are finished.

Final Flushing

- a. Following the chlorination period, all treated water shall be flushed from the lines at their extremities and replaced with water from the distribution system.
 1. Flushing the main is to be accomplished at as high a velocity as possible consistent with the ability of the Contractor to collect the discharge water for proper disposal.
 2. All treated water flushed from the lines shall be disposed of by discharging to the nearest sanitary sewer facility or by other approved means provided in AWWA C651.
 3. Flushing shall be done in strict conformance with all applicable local, state, and federal regulations. No discharge to any storm sewer or natural watercourse will be allowed.
- b. The discharge of chlorinate water will be harmful to vegetation and wildlife. Measures must be taken to impound the highly chlorinated water or to neutralize the chlorine prior to discharge of the water.
- c. Federal, state, and local environmental regulations may require special provisions or permits prior to the disposal of the chlorinated water.
- d. Coordinate disposal of chlorinated water with the City's Representative. Legally dispose of chlorinated water in accordance with regulatory agency requirements.
- e. Neutralize the chlorine residual of the water being disposed with one of the chemicals listed below:
 1. Sodium Thiosulfate
 2. Sodium Bisulfite
 3. Sodium Metabisulfite
 4. Sodium Sulfite

Bacteriological Analysis

- a. After the 24-hour disinfection period and all chlorine solution have been thoroughly flushed, the bacteriological sampling and analysis of the replacement water may then be performed.
 1. Bacteriological sampling shall be made by the Contractor's competent person(s) in full accordance with AWWA C651 – Section 7, Bacteriological Tests and under the supervision of the City's Representative.
 2. Analysis shall be performed by an independent commercial laboratory certified by the State Department of Environment Protection and US Environmental Protection Agency for analyzing public drinking water supplies. All results shall be provided to the City's Representative for review.
 3. Two consecutive sets of acceptable samples, taken at least 24-hours apart are required prior to placing the main into service. Failure of any one of the bacteriological test samples shall require re-chlorination and retesting by the Contractor.
 4. The line shall not be placed in service until the bacteriological requirements of AWWA C651 are met.

Measurement and Payment

Measurement for 8-Inch Water System Extension shall be on a lump sum basis for installation of a working system, installed complete and in place.

The prices paid shall include full compensation for furnishing all labor, materials and equipment necessary to complete the work, including pipe, fittings, gate valve, blind flange, service saddle, ball valve and nut, and valve boxes and risers, trench excavation, subgrade preparation, bedding, backfill, aggregate base, compaction, and open space restoration necessary to install the water system and appurtenances, as indicated on the plans and specified herein.

27.0 ADJUST NEW WATER METER BOX TO GRADE

General

This work shall consist of providing and adjusting new water meter boxes to the finished grade of the new concrete and shall conform to the provisions in Section 15 "Existing Facilities" of the Standard Specifications, these Special Provisions, the plans, and as directed by the City's Representative.

Materials

- a. Furnish materials in accordance with local standards:
 1. Water Meter Box: Christy B-16 (or approved equal)
 2. Water Meter Box Lid: Concrete with CI Reader (Christy or approved equal)
 3. Class 2 Aggregate Base: Per these Special Provisions

Construction

The Contractor shall raise all meter boxes in advance of concrete operations

Facilities damaged by the Contractor shall be replaced at the Contractor's expense. Facilities (box and lid) found existing in a damaged condition, and reported to the City's Representative before disturbing, shall be replaced by the Contractor with materials furnished by the Owner.

The surface of the adjusted facilities shall be true to the new concrete surface to within one-eighth (1/8") inch deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall not vary to the high tolerance on one side and the low tolerance on the other (i.e., the total aggregate tolerance on both sides shall be limited to the 1/8"-inch variation).

Measurement and Payment

Measurement for Adjust New Water Meter Box to Grade shall be on a unit basis for each unit adjusted. The above contract unit cost shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections.

28.0 SANITARY SEWER PIPE AND CLEANOUT

General

This work shall consist of furnishing and installing Sanitary Sewer Pipe and Cleanout as called for in the plans and these Special Provisions.

Materials

Sanitary Sewer Pipe shall be PVC solid wall pipe with an SDR-35 rating. All fittings and accessories shall be as manufactured and furnished by the pipe supplier and compatible with that of the pipe.

Marking at plant: Each pipe and fitting shall be marked at the plant. Marking shall include size or diameter and class of pipe or fittings, manufacturer's identification, and date of manufacture, plus other information required for each type of pipe.

Cleanouts shall be of the same size and material as the sewer line. Cleanout boxes shall be pre-cast concrete boxes with cast iron frame and cover marked "Sewer", Christy No. G-5 or approved equal.

Marking tape shall be 2 inches wide with in-print "Caution – Buried Sewer Line Below", color shall be green. Tape shall be as manufactured by Calpico Inc., or approved equal.

Construction

Excavation and backfilling operations shall comply with the requirements of Section 19, "Earthwork", of the Standard Specifications. During any excavation and backfilling operations, the Contractor is specifically directed to Subsection 19-1.02, "Preservation of Property". The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

Placement of sanitary sewer lines shall begin at the lowest point in the direction of flow. All piping, fittings, and

accessories shall be assembled per manufactures written recommendations and in accordance with the California Plumbing Code (CPC) 2010.

All sections of pipe shall be cleaned with an inflatable rubber ball the size that will inflate to fit snugly into the pipe. The ball may be used without a tag line. The ball shall be placed in the last cleanout and water shall be introduced behind it. The ball shall pass through the pipe with only the force of the water impelling it. All debris flushed out ahead of the ball shall be removed at the manhole where its presence is noted. In the event that wedged debris, or a damaged pipe, shall stop the ball, the contractor shall remove the obstruction, or make suitable repairs.

Where a waterline is being crossed, pipelines of twenty-foot length shall be used with the length centered to provide a 10 foot distance from the waterline to the nearest drain line joint. Where water and sewer lines cross, the waterline shall be installed a minimum of 12 inches horizontally and vertically above the top of the sewer line, and constructed on a solid shelf on one side of the trench.

Marking tape, appropriately color coded and marked, shall be placed above the lines 6 to 12 inches below finish ground grade.

Measurement and Payment

Measurement for Sanitary Sewer Pipe shall be on a per linear foot basis measured along the top of the pipe through fittings. Measurement for Sanitary Sewer Cleanout shall each on a unit basis each unit installed complete and in place.

The prices paid shall include full compensation for furnishing all labor, materials and equipment necessary to complete the work, including pipe elbows, couplings, trench excavation, subgrade preparation, bedding, backfill, aggregate base, compaction, making necessary modifications to existing manholes, and open space restoration necessary to install the sanitary sewer pipes and cleanouts, as indicated on the plans and specified herein.

29.0 AGGREGATE BASE

General

This work shall consist of furnishing, grading, and compacting aggregate base for new roadway and trail structural pavement section on the prepared surface or sub-grade to the lines, grades, and thickness where called for in the plans and these Special Provisions.

Materials

Aggregate base shall conform to Subsection 26-1.02A, "Class 2 Aggregate Base", of the Standard Specifications. The grading shall be as indicated on the plans, or as directed by the City's Representative.

Construction

Grading shall comply with the requirements of Section 19, "Earthwork", of the Standard Specifications, and these Special Provisions. During any grading operations, the Contractor is specifically directed to Subsection 19-1.02, "Preservation of Property". The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

Measurement and Payment

Measurement and payment for Aggregate Base used in the roadway and trail structural asphalt paving sections shall be measured and paid for by the cubic yard furnished and compacted in-place, based on the lines and grades shown on the plans. The above contract unit cost shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing placement, compaction, and all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans.

Payment of Aggregate Base shall conform to Section 9-1.02C of the Standard Specifications and quantities shall be final pay quantities stated in the Bid Schedule. No additional allowance will be made unless the dimensions as shown on the plans are changed by the City's Representative.

Aggregate base used for drain inlets, junction boxes, trench backfill, base for minor concrete items, and other structures will not be paid directly but will be considered paid under other contract items.

30.0 ROCK ENERGY DISSIPATER

General

Rock Energy Dissipaters shall conform to the provisions in Section 72-2, "Rock Slope Protection." This work shall consist of excavating, placing geotextile fabric, and placing the rock slope protection to the extent shown on the plans and as directed by the City's Representative.

Materials

Rock shall backing No. 1 per Section 72-2.02A of the Standard Specifications.

Filter fabric shall be woven geotextile, Mirafi FW 500 or approved equal.

Construction

Excavate and place filter fabric on prepared subsoil. Place rocks on filter fabric in a manner that will not damage filter fabric. Place rocks individually adjacent to curbs to avoid damage to curbs.

Measurement and Payment

Rock Energy Dissipaters will be measured and paid on the cubic foot basis. The price paid shall be considered include full compensation for furnishing all labor, materials and equipment necessary to complete the work, including but not limited to: excavation, subgrade preparation, filter fabric, rock, and all other work to provide complete installation.

Payment of Rock Energy Dissipaters shall conform to Section 9-1.02C of the Standard Specifications and quantities shall be final pay quantities stated in the Bid Schedule. No additional allowance will be made unless the dimensions as shown on the plans are changed by the City's Representative.

31.0 MINOR CONCRETE

General

Minor Concrete shall conform to the provisions of Section 51-7 "Minor Structures", Section 90-2 "Minor Concrete", Section 73 "Concrete Curbs and Sidewalks", Section 52 "Reinforcement", all of the Standard Specifications, and applicable portions of these Special Provisions.

Concrete curbs, gutters, ramps (curb & bike), sidewalks, truck aprons, splitter islands, bus stops, and driveways shall conform to Section 73 of the Caltrans Standard Specifications. All work shall conform to the provisions of Section 90 of the Standard Specifications.

Textured and Colorized Concrete Quality Control and Assurance: The contractor shall provide job site samples of each color and pattern required. The sample shall be 48-by-48 inches and include the stamp pattern, colored concrete, and sealer.

Materials

Concrete shall be minor concrete conform to the provisions of Section 90-2 of the Standard Specifications and these Special Provisions.

Admixtures shall comply with the provisions of Section 90-1.02E of the Standard Specifications.

Reinforcement steel shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these special provisions.

Class 2 aggregate base shall conform to Section 26-1.02B of the Standards Specifications. The Contractor may utilize the asphalt grindings currently stockpiled near the project site as aggregate base material for all minor concrete items at no additional cost to the City.

Drilling and bonding of reinforcement into existing concrete shall conform to the provisions in Section 51-1.03, "Drill and Bond Dowels" of the Standard Specifications and these special provisions.

Textured (stamped) and colorized concrete shall conform to the provisions of Section 73-4. Stencil pattern and

concrete color shall be per the plans. Stencils shall be by Artcrete Inc. or approved equal. Color hardener shall be by Brickform, or approved equal. Hardener sealer shall be a low-sheen sealer with traction grip: Safety-Seal™ by Brickform, or approved equal.

Piping and fittings used for sidewalk cross drain shall be PVC Schedule 40.

Construction

The Contractor shall protect existing facilities from damage, and discoloration from concrete splash. Adjacent concrete facilities shall be covered during concrete placement to prevent concrete splash and excess concrete from staining the adjacent concrete. After initial placement, strikeoff and finishing, the protection shall be removed and the adjacent concrete cleaned.

After the subgrade is prepared, moisture conditioned, and compacted to the relative compaction shown in the plans, the Contractor shall continuously maintain the subgrade in a uniform condition at the moisture content obtained during subgrade compaction until the concrete is placed.

The maximum variation from design elevation shall not exceed +/- 0.02 feet. In some instances, particularly in critical drainage areas, tolerances may be reduced to zero. Concrete facilities shall be installed to maintain or provide positive drainage. The ponding of water in excess of 1/8" will not be allowed. Concrete placed that results in the ponding of water in excess of 1/8" shall be removed and replaced at Contractors expense.

Textured and Colorized Concrete: Place stencil and apply surface color hardener in 2 applications while the concrete surface is in the plastic stage. Use at least 60 lb of hardener per 100 sq ft of concrete surface. Wood float surface after each application of hardener. Trowel only after final floating. Texture while concrete is in the plastic stage. Apply sealer to clean and dry concrete surface in accordance to manufacturer's instructions after concrete has cured a minimum of 28 days.

In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted.

Before final finishing is completed and before the concrete has taken its initial set, the edges shall be carefully finished with the radius shown on the plans or a radius to match the existing construction.

Concrete shall be thoroughly consolidated against and along the faces of all forms and adjacent concrete. After the forms are removed, excess concrete below the form surface shall be removed to be flush with the form face.

The Contractor shall always have materials available to protect the surface of the fresh concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting. If plastic sheeting is used, it shall not be allowed to contact finished concrete surfaces.

The Contractor shall also protect the concrete against traffic and vandalism. If the concrete is damaged or vandalized, the Contractor shall make the necessary repairs at its own expense. The repair procedure for damaged or vandalized concrete shall be approved in advance by the City's Representative. Grinding the surface of vandalized concrete will not be considered an approved method of repair.

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury. The concrete shall be allowed to cure for 72 hours prior to placing adjacent asphalt concrete.

After the concrete is placed, cured, and the forms have been removed, the Contractor shall clean the site of all concrete and forming debris. Any gaps remaining between the new curbs, gutters, driveways, etc., shall be filled with full depth hot mix asphalt concrete. The total thickness of the restored pavement shall match that of the existing pavement.

Measurement and Payment

Measurement and payment for minor concrete shall be paid on a unit cost basis as identified in the Bid Schedule and specified below:

- Flush Curbs, Vertical Curbs, Retaining Curbs, Mountable Curbs, and Curb and Gutter will be measured and paid on a lineal foot basis measured along the top or flowline of curb/gutter. Curb cuts for Rain Garden planter areas measured and paid as Curb and Gutter. Vertical curbs with extended

keys are measured and paid as Vertical Curbs. Curb and gutters with extended keys are measured and paid as Curb and Gutters.

- Sidewalks will be measured and paid on the square foot basis (including sidewalk cross drain).
- Driveways (Including Concrete Driveway Transitions) will be measured and paid on the square foot basis.
- Ramps will be measured and paid on the square foot basis
- Truck Aprons will be measured and paid on the square foot basis
- Splitter Islands will be measured and paid on the square foot basis
- Bus Stops will be measured and paid on the square foot basis

All work shall be performed as shown on the plans and described here. The price paid shall be considered full compensation for furnishing all labor, materials and equipment necessary to complete the work, including but not limited to: layout of forms, excavation and grading, aggregate base and compaction, sidewalk cross drain, concrete and concrete placement and finishing, curing of concrete, striping of forms, site and area cleanup, disposal of waste material and waste concrete, and all other work necessary for completion of minor concrete work. No additional compensation will be allowed therefor.

Payment for Minor Concrete – Truck Apron & Splitter Islands shall conform to Section 9-1.02C of the Standard Specifications and quantities shall be final pay quantities stated in the Bid Schedule. No additional allowance will be made unless the dimensions as shown on the plans are changed by the City's Representative.

32.0 HOT MIX ASPHALT

General

This work includes producing and placing Hot Mix Asphalt (HMA) using the STANDARD process, in accordance with Section 39 of the Standard Specifications, these Special Provisions, and the plans. Work to be performed under this Section covers all labor, materials, tools, equipment, transportation and incidentals necessary to construct asphalt concrete pavements. This shall include asphalt concrete overlays, leveling courses, and driveway transitions, as specified on the plans.

Material

All asphalt concrete materials shall be as specified in Section 39, "Hot Mix Asphalt", of the State Standard Specifications; these Special Provisions; and the plans and typical sections.

1/2 inch and 3/4 inch, Type A asphalt concrete mix shall be used and shall not include crumb rubber unless modified by the City's Representative.

The asphalt binder grade shall be PG 64-16 conforming to Section 92, "Asphalts", of the State Standard Specifications.

Tack coat shall be emulsified asphalt Grade RS-1, SS-1, or SS-1h and shall conform to Section 94, "Asphaltic Emulsions", of the State Standard Specifications.

Contractor Quality Control Testing will be as outlined in Section 9.0 of these special provisions and be in accordance with the City of Arcata Quality Assurance Plan.

Each delivery ticket shall include information on the material type, binder type, oil content, and the mix design number. Material delivered to the project without such annotations shall be subject to rejection.

Construction

Spread and compact hot mix asphalt in accordance to Section 39 of the Standard Specifications and these Special Provisions, to the thickness specified on the plans.

Asphalt pavement shall be installed to maintain or provide positive drainage. The ponding of water in excess of 1/8" will not be allowed. Asphalt pavement placed that results in the ponding of water in excess of 1/8" shall be removed and replaced at Contractors expense.

Provide tack coat to all vertical surfaces (curbs, gutters, construction joints existing pavements, etc.) against which new asphalt concrete paving is placed. Failure to provide tack coat as required may result in a reduction

of payment made for Hot Mix Asphalt.

Measurement and Payment

Hot Mix Asphalt for roadways and trails will be measured by the mass (TON) as determined from certified weigh tickets delivered to and signed by the City's Representative on site. Hot Mix Asphalt for driveway transitions will be measured and paid on the square foot basis. Asphalt concrete will be paid for at the contract price for asphalt concrete furnished and placed per the lines and grades shown on the plans, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing asphalt concrete, complete in place, and placement of temporary raised pavement markers, as shown on the plans and as specified in the State Standard Specifications and these special provisions, and as directed by the City's Representative and no additional compensation will be allowed therefor.

No payment will be made for the correction of deficiencies in construction. No payment will be made for over-run quantities unless pre-approved by City's Representative. The collection and signing of weight tickets shall not either constitute or construe acceptance or approval of over-run quantities.

33.0 DETECTABLE WARNING SURFACES

General

Detectable warning surface shall conform section 73-1.02B of the Standard Specifications, applicable portions of these Special Provisions, and the requirements established by the Department of General Services, Division of State Architect.

Material

Detectable warning surfaces shall be made of Armor-Tile cast-in-place truncated domes, or approved equal. The manufacturer shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. Any detectable warning surface equivalent specification will be submitted in writing for approval to the City's Representative. The color of detectable warning surfaces shall be brick red. Information on Armor-Tile truncated domes including installation specifications can be downloaded from <http://www.armor-tile.com>.

Construction

Install detectable warning surface in accordance with the manufacturer's written recommendations. Detectable warning surfaces shall be installed at a 2.00% maximum slope, and shall be installed to maintain or provide positive drainage. The ponding of water in excess of 1/8" will not be allowed. Detectable warning surfaces placed that results in the ponding of water in excess of 1/8" shall be removed and replaced at Contractors expense.

Measurement and Payment

Measurement of Detectable Warning Surface will be measured on a square foot basis. The contract price paid per square foot for detectable warning surface shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved installing detectable warning surfaces new concrete, complete and in place, as shown on the plans, in accordance with the manufacturer's recommendations, and as directed by the City's Representative.

Payment for Detectable Warning Surface shall conform to Section 9-1.02C of the Standard Specifications and quantities shall be final pay quantities stated in the Bid Schedule. No additional allowance will be made unless the dimensions as shown on the plans are changed by the City's Representative.

34.0 TRAFFIC STRIPE AND PAVEMENT MARKINGS

General

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Material

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH-02ALKYD. Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd m lx. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd m lx.

Preformed melt down thermoplastic striping and markings will not be allowed.

Glass beads comply with section 84-1.02 of the Standard Specifications.

Red curb paint shall comply with section 84-3.02 of the Standard Specifications.

Construction

All construction shall conform to the respective provisions of the Standard Specifications, manufacturer's installation requirements, and these Special Provisions. Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern. Traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

Thermoplastic traffic stripes and pavement markings shall be applied in one (1) coat. Red curb paint shall be applied in two (2) coats. The 1st coat of paint must be dry before applying the 2nd coat.

Measurement and Payment

Measurement and payment for traffic striping, pavement markings, and curb paint shall be made at the contract unit price as shown in the Bid Schedule and as specified below, and shall be full compensation furnishing all labor, materials and equipment necessary to complete the work, including but not limited to: establishing alignment for stripes and layout work, placement of temporary tabs, preparation of surface, placing traffic striping, pavement markings and curb paint, coordination with the City's Representative, cleanup, and all other work necessary for completion of minor concrete work.

Measurement and payment for Red Curb Paint shall be made on a linear foot basis measured along the top of the curb in which it is applied. Double coats will not be measured individually.

Measurement and payment for 4-inch Thermoplastic Traffic Stripe, 6-inch Thermoplastic Traffic Stripe, and 8-inch Thermoplastic Traffic Stripe shall be made on a linear foot basis measured along the center of each individual stripe.

Measurement and Payment for Thermoplastic Pavement Markings shall be made on the square foot basis for each marking installed as shown on the plans. Quantities will be determined based on the dimensions shown in the Standard Plans.

35.0 PAVEMENT MARKERS (RETROREFLECTIVE)

General

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these special provisions. The Contractor shall furnish the City's Representative certificates of compliance for the pavement markers in conformance with the provisions in Section 6-3.05E, "Certificates of Compliance", of the Standard Specifications. Retroreflective pavement markers shall be marked as abrasion resistant on the body of the markers

Material

Raised and reflective pavement markers shall comply with Section 85 of the Standard Specifications. The specific type to be used shall be consistent with the type generally in use within the local jurisdiction unless directed otherwise by the City's Representative.

Measurement and Payment

The quantity of Pavement Marker (Retroreflective) shall be measured and paid on a per unit basis for each marker installed complete and in place. Payment shall be considered full compensation furnishing all labor, materials, tools, and equipment, transportation, and incidentals, and for performing all the work involved in

furnishing and placing pavement markers, complete and in place including adhesives, and establishing alignment for pavement markers, as detailed in the Standard Specifications, these Special Provisions, and the plans and no additional compensation will be allowed therefor.

36.0 ROADSIDE SIGNS

General

Roadside signs shall conform to the Provisions in Sections 56-2, "Furnish Sign Panels" and 56-4, "Roadside Signs", of the Standard Specifications and these Special Provisions.

Materials

All roadside signs shall be mounted on a removable metal post with sleeve and anchor in accordance with the Plans. Posts, sleeves and anchors shall be manufactured from galvanized 12 gauge steel conforming to ASTM A1011/A, G90, structural quality, Grade 50, Class 1. Corner welds shall be zinc coated after scarfing operation.

Sign panels shall conform to Section 56-2 of the Standard Specifications and the California Manual on Uniform Traffic Control Devices, 2012 Edition.

Construction

Excavate holes to dimensions shown on Plans. Cover post bottom and perforation below ground with duct tape, and place posts in the holes. Back fill around post with minor concrete. Dispose of surplus excavation material offsite.

The line between the center of the top of a post and the center of the post at ground level must not deviate from a plumb line by more than 0.02 foot in 10 feet.

Measurement and Payment

The quantity of Roadside Sign(s), 1-post and Reset Roadside Sign(s), 1-post shall be measured and paid on a per unit basis for each sign (one or multiple panels) and post system (one post) installed complete and in place. The contract price shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all of the work involved in furnishing and installing roadside signs complete and in place including but not limited to: excavation, perforated square steel post with sleeve and anchor, installing new or existing sign panel, concrete foundation, disposal of excess excavation material, cleanup and all work as described by the plans and the Standard Specifications, these Special Provisions, and as directed by the City's Representative.

37.0 ADJUST UTILITY AND MANHOLE COVER TO GRADE

General

This work shall consist of raising or adjusting existing utility and manhole covers to the finished grade of the resurfaced asphalt pavement or new concrete and shall conform to the provisions in Section 15 "Existing Facilities" of the Standard Specifications, these Special Provisions, the plans, and as directed by the City's Representative.

Material

Concrete used for to adjust utility and manhole covers to grade shall conform to section 24, Minor Concrete, of these Special Provisions.

Construction

Unless specifically allowed by the City's Representative, grade rings shall not be used to adjust utility covers.

The Contractor shall properly locate and tie all existing facilities to be raised in advance of paving operations.

Care shall be taken to keep frames and covers clean. The Contractor shall completely protect with heavy plastic or other suitable material all utility covers or other items which are visible on the surface and will be covered by his operations. This shall be completed prior to the start of operations and approved by the City's Representative. Any materials that adhere to the frames and covers shall be removed.

Contractor shall exercise care during the work of lowering and raising covers to avoid any construction debris from entering into the manhole chamber. Any material which enters the manhole or connecting pipes shall be removed at the expense of the Contractor to the satisfaction of the City. In the event that a problem is reported, Contractor shall have on hand the necessary equipment and manpower, including traffic control devices and crew if deemed necessary, to open lids that are requested for review by the City's Representative, at no additional cost to the City.

Facilities damaged by the Contractor shall be replaced at the Contractor's expense. Facilities (box and lid or frame and cover) found existing in a damaged condition, and reported to the City's Representative before disturbing, shall be replaced by the Contractor with materials furnished by the Owner.

The surface of the adjusted facilities shall be true to the new pavement or concrete surface to within one-eighth (1/8") inch deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall not vary to the high tolerance on one side and the low tolerance on the other (i.e., the total aggregate tolerance on both sides shall be limited to the 1/8"-inch variation). This variation shall apply to the adjacent patch paving around the facility as well such that neither the paving nor facility vary by more than the stated tolerances.

All facilities shall be adjusted to finish grade within 48 hours after the placement of the final surface paving. If several lifts of pavement are to be placed, the facilities shall be raised if the paving operation ceases for more than 48 hours.

Measurement and Payment

Measurement for Adjust Utility and Manhole Cover to Grade shall be on a unit basis for each unit adjusted. The above contract unit cost shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections.

38.0 CHAIN LINK FENCE

General

Chain Link Fences shall conform to the provisions in Section 80-3 "Chain Link Fences" of the Standard Plans, these Special Provisions and the plans.

Materials

Chain Link Fences posts and braces shall be galvanized per Section 75-1.05 "Galvanizing"

Fence fabric shall be 11 gage and be vinyl clad with black color (black vinyl coated) complying with AASHTO M 181 for Type IV fabric.

Fence fabric shall be "climbless" with 1-1/2" x 1-1/2" openings.

Construction

Chain Link Fences shall be installed per the provisions in Section 80-3.03 and in accordance to the plans.

Measurement and Payment

Measurement and payment for Chain Link Fence shall be by a linear foot unit basis, measured along the face of fence at the finished grade elevation. Payment for Chain Link Fence shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in installing chain link fence, complete in place, including, but not limited to layout, post excavation, fence hardware and appurtenances, concrete, fence erection, and site cleanup, as shown on the plans and specified in the Standard Specifications and these Special Provisions.

39.0 COMPOSITE WOOD FENCE

General

Composite Wood Fencing shall conform to the applicable provisions of Section 80 "Fences" of the Standard Specifications and these special provisions and be constructed along the lines and locations indicated on the

plans unless otherwise directed by the City's Representative. This work shall consist of constructing composite wood fencing as shown on the plans and as directed by the City's Representative.

Materials

- a. Composite Wood shall be reclaimed wood and plastic with integral coloring free from toxic chemicals and preservative and have the following characteristics:
 1. Area Density for noise suppression: 20 kilograms per square meter
 2. Abrasion resistance: 0.01 inch wear per 1000 revolutions, tested to ASTM D2394.
 3. Hardness: 1124 pounds, tested to ASTM D143.
 4. Self-ignition temperature: 743 degrees F, tested to ASTM D1929.
 5. Flash ignition temperature: 698 degrees F, tested to ASTM D1929.
 6. Flame spread rating: 80, tested to ASTM E84.
 7. Water absorption, 24 hour immersion, tested to ASTM D1037:
 - Sanded surface: 4.3 percent.
 - Unsanded surface: 1.7 percent.
 8. Thermal expansion coefficient, 36 inch long samples:
 - Width: 35.2×10^{-6} to 42.7×10^{-6}
 - Length: 16.1×10^{-6} to 19.2×10^{-6}
 9. Fastener withdrawal, tested to ASTM D1761:
 - Nail: 163 pounds per inch.
 - Screw: 558 pounds per inch.
 10. Static coefficient of friction:
 - Dry: 0.53 to 0.55, tested to ASTM D2047
 - Dry: 0.59 to 0.70, tested to ASTM F1679
 - Wet: 0.70 to 0.75, tested to ASTM F1679
 11. Fungus resistance, white and brown rot: No decay, tested to ASTM D1413.
 12. Termite resistance: 9.6 rating, tested to AWPA E-1.
 13. Specific gravity: 0.91 to 0.95, tested to ASTM D2395
 14. Compression:
 - Parallel: 1806 PSI ultimate, 550 PSI design, tested to ASTM D198.
 - Perpendicular: 1944 PSI ultimate, 625 PSI design, tested to ASTM D143
 15. Tensile Strength: 854 PSI ultimate, 250 PSI design, tested to ASTM D198
 16. Shear Strength: 561 PSI ultimate, 200 PSI design, tested to ASTM D143
 17. Modulus of rupture: 1423 PSI ultimate, 250 PSI design, tested to ASTM D4761
 18. Modulus of elasticity: 175,000 PSI ultimate, 100,000 PSI design, tested to ASTM D4761.
 19. Thermal conductivity: 1.57 BTU per inch per hour per square foot at 85 degrees F, tested to ASTM C177.

Construction

Composite wood fencing and gates shall conform to the details shown on the plan and as specified herein.

- a. Install fences in accordance with manufactures written recommendations and instructions.
- b. Cut and drill composite wood using Carbide tipped blades.

Measurement and Payment

Measurement and payment for Composite Wood Fence shall be by a linear foot unit basis, measured along the face of fence and through gates, at the finished grade elevation. Payment for Composite Wood Fence shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in installing composite wood fence and gates, complete in place, including, but not limited to layout, post excavation, fence hardware and appurtenances, concrete, fence erection, and site cleanup, as shown on the plans and specified in the Standard Specifications and these Special Provisions.

40.0 RELOCATE EXISTING MAILBOX

General

This work shall consist of relocating mailboxes where called for in the plans and these Special Provisions.

Materials

Portland cement concrete shall conform to Section 90-2, "Minor Concrete", of the Standard Specifications. Foundations for Group Mail boxes shall be minimum of 18" deep and match the base length and width of the existing foundation to be replaced. Foundation anchor bolts shall be galvanized and match the existing diameter and length.

Construction

Existing mailboxes are to be relocated in accordance to the plans and as directed by the City's Representative.

Measurement and Payment

Measurement and payment for Relocate Existing Mail Box shall be paid for on the unit each basis for each mailbox installed, complete and in place, regardless of type. The price paid shall include furnishing all labor, materials and equipment necessary to complete the work, including but not limited to: excavation, backfill, concrete foundation and/ or pad, steel reinforcement, posts, anchor bolts, fittings, and all other work as required to provide a complete installation.

41.0 PERMANENT SURVEY MONUMENTS

General

Cast-In-Place Survey Monuments shall conform to the Provisions in Sections 81, "Monuments", of the Standard Specifications, these Special Provisions.

Materials

All materials shall comply with the plans, Standard Specifications and there Special Provisions. All material, including brass caps, shall be provided by the Contractor.

Construction

A Licensed Land Surveyor or Registered Civil Engineer authorized to practice Land Surveying shall be retained by the Contractor to prepare and file Corner Records and Records of Survey as required in accordance to the California Professional Land Surveyors' Act.

Corner Records shall be prepared and filed referencing any survey monuments to be impacted by proposed construction prior to them being disturbed or destroyed. Upon completion of improvements, monuments shall be reset and Corner Records prepared and filed with description of new monuments.

A Records of Survey shall be prepared and filed for the establishment of new survey monuments not shown on existing maps.

Measurement and Payment

Cast-In-Place Survey Monuments will be measured and paid on a per unit basis measured each (EA) from an actual count installed complete in place. The contract price shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all of the work involved in establishing survey control from existing survey monuments and maps, setting monuments, preparing and filing corner records and records of survey, and all work as described by the plans and the Standard Specifications, these Special Provisions, and as directed by the City's Representative. Payment will not be made until the required Record of Survey is approved by the County of Humboldt.

42.0 STREET LIGHT SYSTEMS

General

Work shall conform to the provisions of Section 86, "Electrical Systems" in the Standard Specifications, these Special Provisions and as shown on the plans.

Materials and Installation

Foundations shall conform to the provisions in Section 86-2.03, "Foundations", of the Standard Specifications and these special provisions.

Portland cement concrete shall conform to Section 90-2, "Minor Concrete", of the Standard Specifications. Foundations for street light poles as shown on the plans shall be a minimum of 24" diameter and a minimum of 60" deep. Foundation anchor bolts shall per manufacturers' recommendations.

Street light standards and luminaires shall be that indicated on the plans.

The conduit in a foundation and between a foundation and the nearest pull box shall be Type 1, in accordance with Section 86-2.05, "Conduit," of the Standard Specifications. Other conduit shall be schedule 40 PVC.

Pull boxes (including box, lid, custom bolts, bolt key and collar) shall be as specified on the plans and shall conform to the provisions in Section 86-2.06, "Pull Boxes", of the Standard Specifications and these special provisions. Pull box covers shall be marked "STREET LIGHT."

Conductors shall be copper wire that complies with section 86-2.08 of the Standard Specifications. Splices shall be insulated by "Method B" or, at the Contractor's option, splices of conductors shall be insulated with heat shrink tubing of the appropriate size after thoroughly painting the spliced conductors with electrical insulating coating.

All conductors between the controller assembly and the service shall be stranded THW polyvinyl chloride coated.

Bonding and grounding shall conform to the provisions in Section 86-2.10, "Bonding and Grounding", of the Standard Specifications and these special provisions.

Buss fuse break away holders and fast acting fuse shall be as specified on the plans.

Measurement and Payment

Measurement and payment for street lighting systems shall be paid on a unit cost basis as identified in the Bid Schedule and specified below:

- 2-inch Electrical Conduit and # 6 Conductor will be paid on a linear foot basis measured along the top of the conduit. Contractor to install conduit measuring tape in each conduit in order to verify conduit lengths.
- Street Light Pull Boxes, PCC collar, custom bolts and key shall be measured on a unit basis each pullbox installed completed and in place as shown on plans.
- Buss Fuse Break Away Holders shall be measured on a unit basis each fuse holder installed completed and in place.
- Buss Fast Acting Fuses shall be measured on a unit basis each fuse installed completed and in place.
- Street Light Foundations shall be measured on a unit basis each foundation installed completed and in place.
- Street Light Standards and Luminaire shall be measured on a unit basis each street light standard installed completed and in place.

All work shall be performed as shown on the plans and described here. The price paid shall be considered full compensation for furnishing all labor, materials and equipment necessary to complete the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections.

43.0 IMPORT TOPSOIL AND SUBSOIL/TOPSOIL AMENDMENTS (ROUNDAABOUT AND SWALE PLANTING/LANDSCAPING AREAS)

General

Furnish, deliver, apply and incorporate soil amendments (for subsoil and topsoil), and import topsoil throughout all soil areas of the swale and roundabout planting areas on the Project Site in the locations shown on the Drawings and in conformance with these Standard Specifications and these Special Provisions.

Materials

Subsoil Amendments

Subsoil amendments shall consist of the following:

- Dolomite lime applied at a rate of 115 pounds per 1,000 ft², and
- Compost applied at a rate of 1 yd³ per 109 ft², to form a three inch surface layer before incorporation.

Lime shall consist of fine flour dolomitic lime, free of hardened lime clods.

Compost amendment shall be nitrogen stabilized well-rotted, compost, unleached stable or cattle manure containing not more than 25% by volume of straw, sawdust, or other bedding materials and free from deleterious substances such as litter, refuse, toxic waste, stones larger than ½ inch in size, coarse sand, heavy or stiff clay, brush, sticks, grasses, roots, noxious weed seed, weeds, chemicals, and other substances detrimental to plant, animal, and human health.

Import Topsoil

Imported topsoil shall consist of fertile, friable soil of loamy character that contains organic matter in amounts natural to the region and be capable of sustaining healthy plant life. Imported topsoil must be free from deleterious substances such as litter, refuse, toxic waste, stones larger than ½ inch in size, coarse sand, heavy or stiff clay, brush, sticks, grasses, roots, weeds, and other substances detrimental to plant, animal, and human health.

Import topsoil shall be USDA soil classification sandy clay loam, loam or silt loam, semi-fertile, friable, of uniform quality, able to support normal plant growth, and taken from a well-drained site. The acceptable range for soil separates shall fall within the following parameters: Sand, 20-52%; Silt, 21-80%; Clay, 10-25%.

Imported topsoil for planting areas (swale and roundabout) shall be minimum 12-inches thick and shall include the following amendments:

- Dolomite lime applied at a rate of 60 pounds per 1,000 ft², and;
- Compost applied at a rate of 1 yd³ per 160 ft², to form a two inch surface layer before incorporation.
- Fertilizer shall be Biosol Mix with a grade of 7-2-3 applied at a rate of 1,100 pounds per acre.

Construction

Prevent spillage when hauling on or adjacent to any public street or highway. In the event that spillage occurs, the Contractor shall remove all spillage and sweep, or otherwise clean such streets or highways as required by local City and County authorities and/or the State of California.

Take precautions to prevent a dust nuisance to adjacent public or private properties and to prevent erosion and transportation of soil and amendments to downstream or adjacent properties due to work under this Contract. At project site exit, clean dirt and amendments from tires. Do not track dirt or amendments onto roads.

Spread subsoil amendments to a uniform thickness. Thoroughly mix subsoil and amendments to obtain uniformity of material to a depth of six (6) inches.

Place topsoil after all other earthwork in an area is complete.

Spread top soil and amendments to a uniform thickness. Topsoil and topsoil amendments are to be thoroughly mixed after spreading to obtain uniformity of material.

Grade to within 1-inch of required lines and grades. Grading between required lines and grades is to be smooth and uniform. Slope finished grades to drain with uniform slope between points where elevations are given or between points and existing grades.

Protect the topsoil from displacement by equipment or other operations.

Measurement and Payment

Import topsoil and amendments shall be paid on a square foot basis of area covered to the depth shown on the plans. The contract price shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all of the work involved in furnishing and installing import topsoil complete and in place including but not limited to: preparing and amending subsoil, installing import topsoil and amendments, tillage, cleanup and all work as described by the plans and the Standard Specifications, these Special Provisions, and as directed by the City's Representative.

Payment of Import Topsoil shall conform to Section 9-1.02C of the Standard Specifications and quantities

shall be final pay quantities stated in the Bid Schedule. No additional allowance will be made unless the dimensions as shown on the plans are changed by the City's Representative.

Local/native topsoil used in construction will not be measured directly but will be considered paid under Roadway Excavation and Grading.

44.0 PLANTING/LANDSCAPING

General

Planting shall conform to the provisions in Section 20-7, "Highway Planting" in the Standard Specifications, these Special Provisions, and as shown on the plans. Immediately upon procurement of the contract, the contractor shall contact the appropriate plant nursery to begin propagation of the specified plants, since some of the selections are not commercially available. Propagation time is approximately three to six months during the growing season, so plants will need to be sown or divided immediately.

Compost blanket, Seed, and Mulch shall conform to the provisions of Section 21, "Erosion Control" in the Standard Specifications, these Special Provisions and as shown on the plans.

Materials

Plants shall be the species and size identifiable in the plant schedule, grown in climatic conditions similar to those in locality of the Work. If availability is lacking with varieties such as *Koeleria macrantha* 'Barkoel' and *Deschampsia caespitosa* 'Juglans', the larger standard forms of the same species may be substituted for the missing portion of the specified varieties subject to approval by the City. These substitutions should be placed at the uphill portion of the specified planting zones, found on the plans, at a minimum spacing of 12-inches.

All plants shall be subject to inspection and approval of the City's Representative at the place of growth or upon delivery for conformity to specifications. Such approval shall not impair the right of inspection and rejection during progress of the work. Inspection and tagging of plant material by the City's Representative is for design intent only and does not constitute the City's Representative's approval of the plant materials in regards to their health and vigor as specified. The health and vigor of the plant material is the sole responsibility of the Contractor.

Trees shall be the species and size identifiable in plant schedules, grown in climatic conditions similar to those in locality of the Work.

Stakes shall be softwood lumber with pointed end. Cable, wire, eye bolts and turnbuckles shall be non-corrosive, of sufficient strength to withstand wind pressure and resulting movement of plant life. Installation of such hardware will allow for a minimum of three-years growth in trunk diameter without scarring tissue.

Compost soil amendment and compost blankets shall be nitrogen stabilized well-rotted, compost, unleached stable or cattle manure containing not more than 25% by volume of straw, sawdust, or other bedding materials and free from deleterious substances such as litter, refuse, toxic waste, stones larger than ½ inch in size, coarse sand, heavy or stiff clay, brush, sticks, grasses, roots, noxious weed seed, weeds, chemicals, and other substances detrimental to plant, animal, and human health. A tackifier shall be used to cover the exposed compost blankets in all landscaping areas.

Water shall be clean and potable. Distribution of the water shall be the responsibility of the Contractor. Lack of or failures in the irrigation system shall not relieve the Contractor from applying water as required.

The seed mix for roundabout planting/landscaping areas shall be as follows (percentage on a weight basis of Pure Live Seed):

Regreen Hybrid Wheatgrass (<i>Elymus x triticum</i>)	71.43%
Festuca rubra/Molate Fescue	17.86%
Deschampsia caespitosa 'Holciformis/Tufted Hairgrass	2.23%
Juncus bufonius/Water Rush	0.45%
Carex praegracilis/Deer Sedge	5.35%
Koeleria macrantha/Coastal Junegrass	2.23%
Juncus effuses/Pacific Rush	0.45%

Mycorrhizal inoculum shall be AM 120 at a rate of 87 pounds per acre.

Redwood bark mulch shall be shredded redwood bark ("gorilla hair").

Erosion control blankets shall be as specified on the plans.

Rock for landscaping entry areas and planter area mock rock entries shall be washed, clean stone (4" – 6"), installed 12-inch thick layer over non-woven filter fabric (Mirafi 140 or equivalent). The material used shall be subject to the review and approval of the Owner. Provide 5 gallon sample to Owner prior to ordering the material. Bidders may submit sample to the Owner during the bidding for pre-approval.

Rock mulch shall be washed, clean stone (2" – 4"). The material used shall be subject to the review and approval of the Owner. Provide 5 gallon sample to Owner prior to ordering the material. Bidders may submit sample to the Owner during the bidding for pre-approval.

Maintenance, Guarantees and Replacements

The maintenance period for work under this Section begins immediately after planting and extends for 6 months. Maintenance includes resetting or straightening trees, fertilizing, watering, and any other measures necessary to keep plants thriving and healthy.

Guarantee period begins at date of final project acceptance. The guarantee period is:

- One year for trees and shrubs;
- Six months for grass, forbs, and groundcover.

Contractor shall provide written guarantees stating that trees, shrubs, vines, groundcovers and seeds/grasses are the genus, species, and cultivar named on the drawings and that they will be healthy, vigorous, and in a flourishing condition of active growth throughout the maintenance and guarantee periods.

Reed seed areas and replace dead plants and plants not in a healthy, vigorous, thriving condition. Replace plants determined to be untrue to the species, clone and/or variety specified. Make replacements within 14 days of determination by City's Representative. Replacements shall match specified plants. Replacements shall conform to requirements of this specification section. Replacements shall correspond in size to the size that would have been reached by the plants that they replace. The contractor is not responsible for failures due to neglect by the Owner or vandalism. The guarantee period for replacement plants ends on the same date as the guarantee period for other plants.

Construction

All planting shall be done prior to hydroseeding and prior to placing of mulch and seed. Protect and maintain plant life until planted. Deliver plant life materials immediately prior to placement. Keep plants moist. Plant material damaged as a result of delivery, storage or handling will be rejected.

Maintain topographical profiles and contours. Make changes in grade gradual. Blend slopes into level areas. Remove foreign materials, weeds and undesirable plants and their roots, and rock over 1" in diameter.

Place plants for best appearance for review and final orientation by City's Representative. Set plants vertical. Remove non-biodegradable root containers from shrubs. Set shrubs in pits or beds, partly filled with topsoil, at minimum depth of 6 inches under each plant. Remove burlap, ropes, and wires from top half of root ball. Saturate soil with water when pit or bed is half full of topsoil and again when full. For grasses and forbs, remove container immediately prior to installation and quickly cover the root ball with planting soil. If soil is dry, water plants in small batches every twenty minutes.

Plants will be rejected when ball of earth surrounding roots has been disturbed or damaged prior to or during planting.

Spread seed in locations shown on plans at a rate of 22.4 pounds per acre.

After containerized plantings are installed, a 4-inch layer of shredded redwood bark shall be applied to mulch the plants.

Apply 4-inch layer of rock mulch where call for on the plans.

Spread compost blanket, where called for on the plans, to a uniform thickness of one-inch. Spread native seed mix and mycorrhizal inoculum uniformly over the one-inch compost blanket at a rate of 22.4 pounds per acre and 87 pounds per acre, respectively. Cover the seed mix and amendments with an additional one-inch-thick compost blanket, followed by tackifier and, if necessary, Coir Mat 400 or equivalent, installed according to manufacturer's recommendations. Water thoroughly with a water source fine enough to avoid mixing, splashing, or washing compost and seeds away after tackifier has dried per manufacturer's specifications.

All compost mulch application shall be done after containerized plantings are installed to avoid disturbing applied mulch during planting operations. After the final application, do not allow pedestrians or equipment onto the treated areas. Physical barricades, such as construction fencing, and signage shall be used to prevent traffic from entering the treated area.

After all plant, seed and compost blanket installations are completed, a 4-inch layer of rock mulch shall be installed in all areas shown on the plans.

Measurement and Payment

Roundabout Planting/Landscaping shall be measured and paid for on a lump sum basis for the all plants, seed, compost, rock and mulch installed in the roundabout planter areas.

Trees and plants installed in swale areas will be measured and paid for on a per unit basis for each plant, tree or plant plug tray (50 plugs/tray) installed completed and in place, as identified in the Bid Schedule.

The contract price shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all of the work involved in furnishing and installing plants complete and in place including but not limited to: excavating pits, providing and installing plants, trees and seed, providing mulch and rock, maintaining plant life throughout the maintenance period, cleanup and all work as described by the plans and the Standard Specifications, these Special Provisions, and as directed by the City's Representative.

Hydroseed for swale and general areas will be paid separately.

45.0 HYDROSEED

General

Hydroseeding shall conform to the provisions of Section 21, "Erosion Control" in the Standard Specifications, these Special Provisions and as shown on the plans.

Materials

Swale Areas

Coco Flex ET-FGM shall be used in combination with native seed, mycorrhizal inoculum, and an organic fertilizer for long-term plant success.

Application of seed will be at 100 pounds per acre. The seed mix shall be as follows (percentage on a weight basis):

Regreen Hybrid Wheatgrass (<i>Elymus x triticum</i>)	17%
Agrostis pallens/Thingrass	83%

Mycorrhizal inoculum shall be AM 120 at a rate of 87 pounds per acre (2 pounds per 1000 s.f.).

General Areas (non-swale areas)

Seed with a germination rate lower than the minimum rate shown may be used if authorized. Application of seed will be at 60 pounds per acre. The seed mix shall be as follows:

Hays Barley	40%	
Gulf Annual Ryegrass	35%	
Cayuse Oats		20%
Safe Tall Fescue	5%	

If this mix is unavailable at the required time, the City accept an alternative seed mixture for general areas only.

Maintenance, Guarantees and Replacements

The maintenance period for work under this Section begins immediately after planting and extends for 6 months. Maintenance includes fertilizing, watering, weeding, and any other measures necessary to keep grass thriving and healthy.

Guarantee period begins at date of final project acceptance. The guarantee period is six months for hydroseed/grass.

Contractor shall provide written guarantees stating that hydroseed/grasses are the genus, species, and cultivar named in these specifications and that they will be healthy, vigorous, and in a flourishing condition of active growth throughout the maintenance and guarantee periods.

Reseed areas that are not in a healthy, vigorous, thriving condition. Reseed within 14 days of determination by City's Representative. Seed mix used for reseeding shall match specified seed mix. The contractor is not responsible for failures due to neglect by the Owner or vandalism. The guarantee period for reseeded areas ends on the same date as the guarantee period for the other hydroseeded areas.

Construction

Swale Areas

All hydroseeding shall be done after containerized plantings are installed to avoid disturbing applied hydroseed.

Apply hydroseed with hydraulic spray equipment that mixes fiber, tackifier, mycorrhizal inoculum, and seed materials specified, at an application rate of 3,500 lbs. of ET-FGM and 100 lbs of seed/acre. Seed may be dry applied to small areas not accessible by hydroseeding equipment if authorized in advance by the City's Representative.

Add water to hydroseed materials as recommended by the manufacturer and mix sufficiently to ensure an even application. A dispersing agent may be added to the mixture if authorized and known by the manufacturer to be compatible. Equipment must utilize a built-in continuous agitation and discharge system capable of producing a homogeneous mixture and a uniform application rate. The tank must have a minimum capacity of 1,000 gallons. Contractor may use a smaller tank if authorized by City.

Apply materials in locations, rates, and number of applications shown and as follows:

1. Begin application within 60 minutes after adding seed to the tank.
2. Apply in successive passes as necessary to achieve the required application rate.
3. Apply all hydroseed materials indicated for a single area within 72 hours.

After the final application, do not allow pedestrians or equipment onto the treated areas. Physical barricades, such as construction fencing, and signage shall be used to prevent traffic from entering the treated area.

General Areas (non-swale areas)

Apply hydroseed with hydraulic spray equipment that mixes fiber, tackifier, fertilizer, and seed materials specified, at an application rate of 60 lbs.seed/acre. Seed may be dry applied to small areas not accessible by hydroseeding equipment if authorized in advance by the City's Representative.

Add water to hydroseed materials as recommended by the manufacturer and mix sufficiently to ensure an even application. A dispersing agent may be added to the mixture if authorized. Equipment must utilize a built-in continuous agitation and discharge system capable of producing a homogeneous mixture and a uniform application rate. The tank must have a minimum capacity of 1,000 gallons. Contractor may use a smaller tank if authorized.

Apply materials in locations, rates, and number of applications shown and as follows:

1. Begin application within 60 minutes after adding seed to the tank.
2. Apply in successive passes as necessary to achieve the required application rate.
3. Apply all hydroseed materials indicated for a single area within 72 hours.

When hydroseed materials are applied to areas covered by erosion control blankets, apply hydroseed materials to the product as follows:

1. Verify the erosion control blankets are in uniform contact with the slope surface.

2. Spray materials into the erosion control blankets perpendicular to the slope and integrate well.
3. Do not displace or damage the erosion control blankets.

After the final application, do not allow pedestrians or equipment onto the treated areas.

Measurement and Payment

Hydroseed shall be paid on the square foot basis. The contract price shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all of the work involved in furnishing and installing hydroseed complete and in place including but not limited to: preparing soil, installing hydroseed, placing erosion control blankets, cleanup and all work as described by the plans and the Standard Specifications, these Special Provisions, and as directed by the City's Representative.

Payment of Hydroseed shall conform to Section 9-1.02C of the Standard Specifications and quantities shall be final pay quantities stated in the Bid Schedule. No additional allowance will be made unless the dimensions as shown on the plans are changed by the City's Representative.

46.0 BOULDERS

General

Furnish, deliver, and install new boulders, and relocate existing boulders to the locations shown on the Drawings and in conformance with these Standard Specifications and these Special Provisions.

Materials

New boulders shall 18" to 24" in diameter, angular, and subject to the review and approval of the Owner.

Construction

Place boulders on a firm surface and in a manner that will not damage adjacent curbs, pavement and other improvements.

Measurement and Payment

New Boulders and relocated boulders will be measured and paid on the unit basis for each boulder installed or relocated. The price paid shall include full compensation for furnishing all labor, materials and equipment necessary to complete the work, including but not limited to: excavation, subgrade preparation, boulders, and all other work to provide complete installation.

47.0 IRRIGATION SLEEVES

General

This work shall consist of furnishing and installing Irrigation Sleeves called for in the plans and these Special Provisions.

Materials

Schedule 40 PVC pipe and fittings with solvent weld joints, per ASTM D2729.

Construction

Excavation and backfilling operations shall comply with the requirements of Section 19, "Earthwork", of the Standard Specifications. During any excavation and backfilling operations, the Contractor is specifically directed to Subsection 19-1.02, "Preservation of Property". The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

Cap and flag the ends of sleeves that are not used for the permanent irrigation system.

Measurement and Payment

Measurement for Irrigation Sleeve shall be on a per linear foot basis measured along the top of the pipe through fittings. The respective prices paid shall include furnishing all labor, materials and equipment necessary to complete the work, including pipe caps (as required), trench excavation, subgrade preparation, bedding, backfill, and compaction.

48.0 IRRIGATION POINT OF CONNECTIONS

General

This work shall consist of furnishing and connecting to water main, installing pipe, fittings, angle ball meter stop, meter box, meter gravel bedding, trenching, backfill where called for in the plans and these Special Provisions.

Materials

Furnish materials in accordance with local standards:

Water Meter Box: Christy B-16 (or approved equal)

Water Meter Box Lid: Concrete with CI Reader (Christy or approved equal)

The City will supply the water meters to be installed by the Contractor.

Pipe and fittings shall be schedule 40 PVC.

Construction

Perform work in accordance to City of Arcata Standards and in conformance with the Standard Specifications, Special Provisions and the plans.

Measurement and Payment

Measurement and payment for Irrigation Point of Connection shall be paid for on the unit each basis for each assembly installed, complete and in place. The price paid shall include furnishing all labor, materials and equipment necessary to complete the work, including but not limited to: excavation, pipe, fittings, angle ball meter stop, meter box, gravel bedding, trenching, backfill, connecting to existing or new water main, and all other work to provide complete installation. No additional compensation will be allowed therefor.

49.0 PERMANENT IRRIGATION SYSTEMS

General

Design, furnish, deliver, and install permanent irrigation system for the swale and roundabout planting/landscaping areas, in accordance with the Standard Specifications and these Special Provisions.

Materials

Backflow preventers: Febco double-check valve or equal in galvanized locking strong box

Controllers: Rainbird TBOS battery operated controller with 12" x 18" locking carsonite box

Control Valves: Rainbird GB Series 1 electronic valve with TBOS latching solenoid

Quick Couplers: Rainbird 44 LRC with 1-inch locking rubber cover

Irrigation Boxes: locking RP Carsonite irrigation box marked "Irrigation"

Roundabout Planting/Landscaping Areas: The irrigation system shall consist of a Toro 500 Series Bubbler type system. Contractor shall furnish all parts to produce a fully functional system per City requirements, including all valves, timers and backflow prevention devices.

Swale Planting/Landscaping Areas: The irrigation system shall consist of a Toro 570 PRX pop-up type system using swing joint lateral connections between the risers and main lateral lines. Valves will be centered in each station with main lateral lines extending in each direction at an appropriate diameter to ensure optimum pressure. 10H emitters shall be used along the ten-foot-wide swale portion, and 4'x30' side strip and center strip emitters shall be staggered along the five-foot-wide portion to ensure thorough coverage. Staggering in the five-foot-wide section shall include a pair of side strip emitters, placed opposite each other, spaced fifteen feet from center strip emitters. Contractor shall furnish all parts to produce a fully functional system per City requirements, including all valves, timers and backflow prevention devices.

Construction

Contractor will provide a detailed design to the City for review and approval prior to ordering parts and prior to installation. Care shall be taken during installation to minimize soil compaction. City shall inspect the system prior to burial. After burial, all subsurface components shall be adequately marked to prevent rupture during containerized plant installation.

Irrigation system for the roundabout planting/landscaping area shall be divided into four (4) separate irrigation zones, each capable of being operated independently. Irrigation system for the swale shall be divided into an appropriate number of zones, according to the pressure available from the Points of Connection, to provide adequate operating pressure at the risers. Each zone shall include a controller, control valve, and quick coupler, installed below grade in locking irrigation boxes. At a minimum, quick couplers will be installed at alternating check dams, 200 feet apart for swales. The irrigation system shall be designed to deliver 1.5 gallons per square foot per irrigation event to allow for native plant establishment.

Measurement and Payment

Permanent irrigation systems shall be paid on a lump sum basis. The contract price shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all of the work involved in designing, furnishing and installing all components and units complete and in place including but not limited to: backflow prevention, controllers, control valves, main lines, lateral lines, risers, emitters, bubbler, cleanup and all work as described by the plans and the Standard Specifications, these Special Provisions, and as directed by the City's Representative.

50.0 WETLAND MITIGATION

General

Wetland Mitigation shall conform to the provisions in Section 19 "Earthwork," of the Standard Specifications, these special provisions, and the project geotechnical report (dated April 11, 2014) by LACO & Associates (available upon request). Excavation activities should be conducted during dry-weather conditions only, unless approved in advance by the City.

Construction

Wetland Mitigation consists of all excavation and grading (cut and fill) necessary for the grading and construction of the wetland mitigation basin including slope rounding, benching, regardless of the nature or characteristics of material encountered during construction. Wetland Mitigation does not include roadway excavation work.

Unrestrained cut slopes should be sloped at 3:1 (Horizontal: Vertical) or flatter.

Before disposing of any excess material, the contractor shall follow the requirements in Section 5-1.20B(4) "Contractor-Property owner Agreement".

Wetland Mitigation includes mitigation planting of a mix of locally sourced species depicted below:

Plant Name		Zone*	O. C. Spacing	Size
Herbaceous Plants	<i>Carex deweyana</i> , Dewey Sedge	A	12"	Plugs/PB or BR
	<i>Carex obnupta</i> , Slough Sedge	A	12"	Plugs/PB or BR
	<i>Cyperus eragrostis</i> - Tall Flatsedge	A	12"	Plugs/PB or BR
	<i>Deschampsia cespitosa</i> , Tufted Hair Grass	A	12"	Plugs/PB or BR
	<i>Juncus effusus</i> , Soft rush	A	12"	Plugs/PB or BR
	<i>Juncus patens</i> , Spreading Rush	A	12"	Plugs/PB or BR
	<i>Juncus xiphioides</i> , Irisleaf rush	A	12"	Plugs/PB or BR
	<i>Lupinus polyphyllus</i> , Largeleaved Lupine	B	12"	Plugs/4"
	<i>Polystichum munitum</i> , Sword Fern	B	12"	Plugs/4"
	<i>Scripus microcarpus</i> , Small Fruited Bulrush	B	12"	Plugs/PB or BR
	<i>Sisyrinchium californicum</i> , Yellow-eyed Grass	B	12"	Plugs/4"
Shrubs	<i>Holodiscus discolor</i> , Oceanspray	B	4'	1 gal./DP
	<i>Lonicera involucrata</i> , Black Twinberry	B	4'	1 gal./DP
	<i>Oemleria cerasiformis</i> , Indian Plum	B	4'	1 gal./DP
	<i>Rubus spectabilis</i> , Salmonberry	A	4'	1 gal./DP
	<i>Spiraea douglasii</i> , Douglas Spiraea	B	4'	1 gal./DP
	<i>Cornus sericea</i> , Red-twig Dogwood	A	4'	1 gal./DP
	<i>Physocarpus capitatus</i> , Pacific Ninebark	A	3'	1 gal./DP
Trees	<i>Alnus rubra</i> , Red Alder	A	10'	Tree pot
	<i>Malus fusca</i> , Pacific Crabapple	A	10'	Tree pot
	<i>Salix hookeriana</i> , Hooker's Willow	B	10'	Tree pot
	<i>Salix lucida ssp lasiandra</i>	A	10'	Tree pot

*See sheet W102

Species composition should include a mix of herbaceous plants in the center of zone A with a mix of Zone A trees and shrubs at the interface of zone A and B. Zone B should be planted with a mix of Zone B plants. Planting should occur during or as close to the rainy season as possible unless irrigation is proposed.

Measurement & Payment

Measurement and payment for Wetland Mitigation shall be on a lump sum basis and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for excavating material, maintaining any stockpiled material, wetland mitigation planting, transporting and disposal of excess material, to a legal dump site, or other approved location, and all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections.

No additional allowance will be made unless the dimensions as shown on the plans are changed by the City's Representative.

All excavation for roadway improvements will be measured and paid separately as Excavation.

51.0 FINAL CLEAN-UP

General

Before final inspection of the work, the Contractor shall clean the work and all ground occupied in connection with the work, of all rubbish, excess materials (including liquid asphalt), and equipment. The roads and driveways 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.

Measurement and Payment

Payment for 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.

***** END OF SECTION *****

SECTION 4

STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND IMPLEMENTATION

PART 1 - GENERAL

1.01 DESCRIPTION

This section contains the CONTRACTOR's contract requirements for the preparation and implementation of SWPPP for the construction site.

1.02 WATER POLLUTION CONTROL

SWPPP work shall conform to the requirements in the "Arcata Municipal Code Title Seven Chapter Five" and "Arcata Storm Water Management Plan," "CALTRANS NPDES Permit # CA S000003," California Department of Transportation "Caltrans" standards and the "City of Arcata Storm Water Best Management Practices (BMPs) Manual," as indicated on PLANS and SPECIFICATIONS or as directed by ENGINEER. These manuals are hereinafter referred to respectively as the "Preparation Manual" and the "Construction Site BMPs Manual," and collectively, as the "Manuals." Copies of the Manuals may be viewed at the City of Arcata Department of Public Works, 525 9th Street, Arcata, Ca., and may also be obtained from the City of Arcata's internet website at: <http://www.arcatacityhall.org>. Downloadable details for Caltrans BMP's are available at <http://www.dot.ca.gov/hq/construc/stormwater/details.htm>.

The CONTRACTOR shall know and fully comply with applicable provisions of the Manuals, and Federal, State and local regulations and requirements that govern the CONTRACTOR's operations for storm water and non-storm water discharges from both the project site and other areas of disturbance which are directly related to construction activities for this contract.

The CONTRACTOR shall be responsible for penalties assessed or levied on the CONTRACTOR or the CITY as a result of the CONTRACTOR's failure to comply with the provisions in this section "Stormwater Pollution Prevention Plan and Implementation" including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State and local regulations and requirements as set forth therein.

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

1.03 SWPPP PREPARATION, APPROVAL AND AMENDMENTS

As part of the water pollution control work, a SWPPP is required for this contract.

No work having potential to cause water pollution shall be performed until the SWPPP has been submitted to the CITY ENGINEER. Submittal shall not constitute a finding that the SWPPP complies with applicable requirements of the Manuals and applicable Federal, State and local laws, regulations, and requirements.

The CONTRACTOR shall designate a Water Pollution Control Manager. The Water Pollution Control Manager shall be responsible for the preparation of the WPCP and required modifications or amendments, and shall be responsible for the implementation and adequate functioning of the various water pollution control practices employed. The CONTRACTOR may designate different Water Pollution Control Managers to prepare the SWPPP and to implement the water pollution control practices. The Water Pollution Control Managers shall serve as the primary contact for issues related to the SWPPP or its implementation. The CONTRACTOR shall assure that the Water Pollution Managers have adequate training and qualifications necessary to prepare the SWPPP, implement and maintain water pollution control practices.

Prior to beginning any WORK on the contract, the CONTRACTOR shall submit 3 copies of the SWPPP to the ENGINEER.

The SWPPP shall incorporate water pollution control practices in the following categories:

- A. Soil stabilization
- B. Sediment control
- C. Wind erosion control
- D. Tracking control
- E. Non-storm water management
- F. Waste management and materials pollution control
- G. Trench water management

The WPCP shall include, but not be limited to, the items described in the Manuals and related information contained in the contract documents.

The CONTRACTOR shall keep one copy of the WPCP and amendments at the project site. The WPCP shall be made available upon request by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests by the public shall be directed to the CITY ENGINEER.

1.04 SWPPP

Unless otherwise specified, upon approval of the SWPPP, the CONTRACTOR shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the WPCP and in the amendments. Unless otherwise directed by the CITY ENGINEER, the CONTRACTOR's responsibility for WPCP implementation shall continue throughout any temporary suspension of work. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these special provisions.

If the CONTRACTOR fails to conform to the provisions of this section, "Water Pollution Control," the CITY ENGINEER may order the suspension of construction operations until the project complies with the requirements of this section.

Implementation of water pollution control practices may vary by season. The Construction Site BMPs Manual and these special provisions shall be followed for control practice selection of year-round, rainy season and non-rainy season water pollution control practices.

Year-Round Implementation Requirements

The CONTRACTOR shall have a year-round program for implementing, inspecting and maintaining water pollution control practices for wind erosion control, tracking control, non-storm water management, waste management, materials pollution control and trench water management.

The National Weather Service weather forecast shall be monitored and used by the CONTRACTOR on a daily basis. An alternative weather forecast proposed by the CONTRACTOR may be used if approved by the CITY ENGINEER. If precipitation is predicted, the necessary water pollution control practices shall be deployed prior to the onset of the precipitation.

Disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 21 days. Nonactive areas shall be protected as prescribed in the Construction Site BMPs Manual within 14 days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

Rainy Season Implementation Requirements

Soil stabilization and sediment control practices conforming to the requirements of these special provisions shall be provided throughout the rainy season, defined as between October 15, and April 15th.

An implementation schedule of required soil stabilization and sediment control practices for disturbed soil areas shall be completed no later than 20 days prior to the beginning of each rainy season. The implementation schedule shall identify the soil stabilization and sediment control practices and the dates when the implementation will be 25 percent, 50 percent and 100 percent complete, respectively. For construction activities beginning during the rainy season, the CONTRACTOR shall implement applicable soil stabilization and sediment control practices.

Non-Rainy Season Implementation Requirements

The non-rainy season shall be defined as days outside the defined rainy season. The CONTRACTOR's attention is directed to the Construction Site BMPs Manual for soil stabilization and sediment control implementation requirements on disturbed soil areas during the non-rainy season. Disturbed soil areas within the project shall be protected in

conformance with the requirements in the Construction Site BMPs Manual with an effective combination of soil stabilization and sediment control.

1.05 REPORTING REQUIREMENTS

Report of Discharges, Notices or Orders

If the CONTRACTOR identifies discharges into surface waters or drainage systems in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the CONTRACTOR shall immediately inform the CITY ENGINEER. The CONTRACTOR shall submit a written report to the CITY ENGINEER within 7 days of the discharge event, notice or order. The report shall include the following information:

- A. The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
- B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
- C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.
- D. An implementation and maintenance schedule for affected water pollution control practices.

Report of First-Time Non-Storm Water Discharge

The CONTRACTOR shall notify the CITY ENGINEER at least 3 days in advance of first-time non-storm water discharge events. The CONTRACTOR shall notify the CITY ENGINEER of the operations causing non-storm water discharges and shall obtain field approval for first-time non-storm water discharges. Non-storm water discharges shall be monitored at first-time occurrences and routinely thereafter.

1.06 PAYMENT

Payment for water pollution control shall be on a lump-sum basis per WORK line-item.

*** END OF SECTION ***

SECTION 5

STATE/FEDERAL-REQUIRED CONTRACT PROVISIONS

BIDDER'S REQUIREMENTS AND CONDITIONS

GENERAL

The bidder's attention is directed to these special provisions for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used.

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

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

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

FEDERAL LOBBYING RESTRICTIONS.--Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

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

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid book. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure

forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE):

Under 49 CFR 26.13(b):

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

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

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

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

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm

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

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

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

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

DBE Commitment Submittal

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

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

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

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

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

Good Faith Efforts Submittal

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

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

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

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

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

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

(CT Std Spec 3-1.12)

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

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

Subcontractor and Disadvantaged Business Enterprise Records (CT Std Spec 5-1.13B(1))

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

The Agency requests the Contractor to:

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

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

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

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

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

Performance of Disadvantaged Business Enterprises (CT Std Spec 5-1.13B(2))

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

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

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

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

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

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

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

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

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

AWARD AND EXECUTION OF CONTRACT

Bid protests are to be delivered to the following address:

**Harold Miller, Purchasing Agent
City of Arcata
736 F Street
Arcata, CA 95521**

The award of the contract, if it will be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: (Agency to provide detailed information if this paragraph is used)

A "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G(2)" form is included in the Bid book to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "Local Agency Bidder- Information (Construction Contracts), Exhibit 15-G(2)" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER

For the purpose of complying with the American Recovery and Reinvestment Act of 2009, the successful bidder must provide the Department a D-U-N-S number.

Complete and sign the Data Universal Numbering System (D-U-N-S) Number form included in the contract documents. This form must be submitted with the executed contract.

If your company does not have a D-U-N-S number, you can obtain one by contacting Dun & Bradstreet at:

<http://dnb.com/us/>

If you fail to submit this information with the executed contract, the City of Arcata will not approve the contract.

BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work;" in Section 8-1.06 "Time of Completion;" and in Section 8-1.07, "Liquidated Damages;" of the Standard Specifications and these special provisions.

The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of Arcata.

This work shall be diligently prosecuted to completion before the expiration of **120 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the City of Arcata the sum of \$750 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

**Use the information below to determine liquidated damages,
but don't include the information below in the contract.**

GENERAL

MISCELLANEOUS

Required for ALL construction contracts and subcontracts of \$5,000 or more.

LABOR NONDISCRIMINATION. -- Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Caltrans Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

PREVAILING WAGE. -- Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the City of Arcata address. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

A. Excavations.—The near edge of the excavation is 12 feet or less from the edge of the lane, except:

1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
2. Excavations less than 1 foot deep.
3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
6. Excavations protected by existing barrier or railing.

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

C. Storage Areas.—Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard

Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

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

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45 Miles Per Hour	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

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

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

BUY AMERICA REQUIREMENTS. -- Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and

regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

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

REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES. -- When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" Form CEM-2402(F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F).

DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

PERFORMANCE OF SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of Arcata may exercise the remedies provided under Pub Cont Code § 4110. The City of Arcata may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. 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 prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

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 a subcontractor within 30 days after receiving payment for work satisfactorily completed

and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. 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.

WORK ZONE SAFETY AND MOBILITY WORK ZONE SAFETY AND MOBILITY WORK ZONE SAFETY AND MOBILITY

A. TRAFFIC MANAGEMENT/CONTROL PLAN:

A general traffic management detail has been included the specifications for this project. The contractor shall provide a specific traffic management plan for this project, which shall be approved by the City's project Engineer/Manager prior to commencing work.

The Caltrans District Traffic Manager is responsible to facilitate, review approval, modification or disapproval of planned lane closures on the State Highway System.

SUSPENSION OF WORK

As per Section 8 of the Caltrans Standard Specifications, the Departments Representative has the authority to stop all work immediately.

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.

FEMALE AND MIONORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.6 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 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	FSR18 16.9 18.2

For each July during which work is performed under the contract, you 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.

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 your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your 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 your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of _____:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County's of _____ approval for this submitted information before you start work. The City/County of _____ credits you for each apprentice or trainee you employ on the work 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 journeymen status. 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. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do 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

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses you 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 you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

*** END OF SECTION ***

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

Noncollusion Affidavit

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

To the CITY OF ARCATA
DEPARTMENT OF PUBLIC WORKS.

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

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

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DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

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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 accordance with its instructions.

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

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

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DISCLOSURE OF LOBBYING ACTIVITIES

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

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

Federal Use Only:

Standard Form LLL Rev. 09-12-97

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

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

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or

will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). 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(es). 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»

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA," such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are DBE owned.)

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms which comprise the joint venture. (The DBE partner must complete Schedule A.) _____

a. Describe the role of the DBE firm in the joint venture. _____

b. Describe very briefly the experience and business qualifications of each non-DBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of DBE ownership? ____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

- FR 2

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

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

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

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

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

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

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

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

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

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

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

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

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

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

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

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

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

Female and Minority Goals

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following 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		Goal (Percent)
Economic Area		
174	Redding CA: Non-SMSA 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 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties:	19.1 26.1 23.6

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

For each July during which work is performed under the contract, you 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.

Training

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your 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 your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of _____:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County of _____'s approval for this submitted information before you start work. The City/County of _____ credits you for each apprentice or trainee you employ on the work 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 journeymen status. 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. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do 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

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - 1.1. Meet the your equal employment opportunity responsibilities
 - 1.2. 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

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses you 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 you do at least one of the following:
 - 2.1. Contribute to the cost of the training
 - 2.2. Provide the instruction to the apprentice or trainee
 - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting your performance under this section.

FOSTER AVENUE EXTENSION PROJECT 2014

RPSTPLE-5021(009)

CITY OF ARCATA BID SCHEDULE

TO: The City of Arcata
736 "F" Street
Arcata, CA 95521

The undersigned is completely familiar with all the conditions affecting the cost of WORK at the place where the WORK is to be done and with the PLANS and CONTRACT DOCUMENTS and addenda thereto, hereby proposes and agrees to perform everything required and to provide and furnish all required labor, materials, tools, equipment, supervision, and all utility and transportation services necessary to complete in a workmanlike manner for the **FOSTER AVENUE EXTENSION PROJECT 2014, RPSTPL- 0521(009)** within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to coordinate and schedule work under this CONTRACT within **120 WORKING DAYS** of receipt of Notice to Proceed.

BIDDER acknowledges receipt of the following ADDENDA, dated: _____

BIDDER has read and understands the contract documents for construction:

Signature

Title

Date

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sums:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees. All bid quantities are approximate.

BID SCHEDULE
FOSTER AVENUE EXTENSION PROJECT 2014, RPSTPLE 0521(009)

Item No.	Description	Quantity	Units	Unit Cost	Total
1	Mobilization/Demobilization	1	LS		
2	Traffic Control	1	LS		
3	Construction Area Signs	16	EA		
4	Construction Staking	1	LS		
5	Water Pollution Control & SWPPP	1	LS		
6	Clearing and Grubbing	1	LS		
7	Demolition of Existing Facilities	1	LS		
8	Remove Concrete and Asphalt Concrete Surfacing	3,141	SY		
9	Cold Plane Asphalt Concrete	717	SY		
10	Excavation	5,900	CY		
11	Geogrid	1,600	SY		
12	Embankment	2,460	CY		
13	Subgrade Replacement	500	CY		
14	Retaining Wall (MSE Welded Wire Face Type) Incl Backfill	3,542	SF		
15	RCP Drainage Inlet w/ Beehive grate and frame	2	EA		
16	Type G1 Drainage Inlet	15	EA		
17	Type GO Drainage Inlet	2	EA		
18	Inlet Filter	7	EA		
19	Modify Existing Storm Drain Junction Box	1	EA		
20	Storm Drain Manhole	1	EA		
21	12-Inch HDPE Storm Drain Pipe	860	LF		
22	Relocate Existing Fire Hydrant	1	LS		
23	8-Inch Water System Extension	1	LS		
24	Adjust New Water Meter Box to Grade	5	EA		
25	6-Inch PVC SDR 35 Sanitary Sewer Pipe	40	LF		
26	Sanitary Sewer Cleanout	1	EA		
27	Class II Aggregate Base (Trail & Roadway)	3,200	CY		
28	Rock Energy Dissipater	600	CF		
29	Minor Concrete - Vertical Curb Type A1-6 and 6" Retaining Curb	1,376	LF		
30	Minor Concrete - Curb and Gutter Type A2-6	1,868	LF		
31	Minor Concrete - Mountable Curb	418	LF		
32	Minor Concrete - Flush Curb	1,333	LF		
33	Minor Concrete - Sidewalks	8,490	SF		
34	Minor Concrete - Curb Ramps, Bike Ramps, Driveways (Incl Conc Driveway Transitions)	2,665	SF		
35	Minor Concrete - Bus Stop	205	SF		
36	Minor Concrete - Splitter Island / Pocket Areas (Textured and Colorized)	1,230	SF		
37	Minor Concrete - Truck Apron (Textured and Colorized)	1,436	SF		
38	Hot Mix Asphalt (Type A 1/2" Max., 0.17' Min. Thk. Trail)	171	Ton		
39	Hot Mix Asphalt (Type A 1/2" Max., 0.20' Min. Thk. Overlay)	231	Ton		
40	Hot Mix Asphalt (Type A 1/2" Max., 0.20' Min. Thk. Driveway Transitions)	425	SF		
41	Hot Mix Asphalt (Type A 3/4" Max., 0.40' Min. Thk. Roadway)	1,843	Ton		
42	Detectable Warning Surface	500	SF		
43	Thermoplastic Pavement Markings	1,598	SF		
44	4" Thermoplastic Traffic Stripe	4,129	LF		

45	6" Thermoplastic Traffic Stripe	3,654	LF		
46	8" Thermoplastic Traffic Stripe	150	LF		
47	Red Curb Paint	493	LF		
48	Pavement Marker (Retroreflective)	105	EA		
49	Reset Roadside Sign(s), 1-Post	1	EA		
50	Roadside Sign(s), 1-Post	53	EA		
51	Adjust Existing Manhole Cover to grade	5	EA		
52	Adjust Existing Utility Cover to grade	10	EA		
53	Chain Link Fence (60" Tall)	466	LF		
54	2" PVC Conduit	1800	LF		
55	#6 Conductor	5400	LF		
56	Street Light Pull Box with Lid (Christy N30) - N3051TL099, COVER, N30, S1TL FLUSH "SPECIAL" - 2002624	18	EA		
57	Street Light Pull Box Custom Bolts - CHRISTY OES SS VP BOLTS - CF	36	EA		
58	Street Light Pull Box Key for Locking Bolts - CHRISTY OES REX KEY - 3005221	1	EA		
59	Street Light PCC Collar for Pull Box	18	EA		
60	Street Light Footing	17	EA		
61	Street Light Standard - for CC - Union Metals Galvanized Type 15 standard with 6 ft arm P/N LA-10032FGLAB	4	EA		
62	Street Light Standard - for EE - Union Metals Galvanized Type 15 standard with 6 ft arm P/N LA-10032FGLAB	13	EA		
63	Luminaire LED Type CC - Cree P/N BXSP-A23HA-US	4	EA		
64	Luminaire LED Type EE - Cree P/N BXSP-A22GA-US	13	EA		
65	Buss Fuse Break Away Holder P/N: HEY-AW-DRLC-A	34	EA		
66	Buss Fast Acting Fuse P/N: KTK-R 1 AMP	17	EA		
67	Bussmann NNB Dummy Neutral Fuse	17	EA		
68	Ground Rod	1	EA		
69	Composite Wood Fence (incl gates)	325	LF		
70	Relocate Existing Mailbox	3	EA		
71	Cast-In-Place Survey Monument	10	EA		
72	Import Topsoil and Amendment - Swale	10,500	SF		
73	Import Topsoil and Amendment - Rain Garden	3,000	SF		
74	Swale Plants - Plugs (50 plugs/tray)	12	TRAY		
75	Swale Plants - 4-inch Forb	49	EA		
76	Swale Plants - 1-Gallon Shrubs	336	EA		
77	Swale Plants - 5-Gallon Shrub	7	EA		
78	Swale Trees (15-Gallon)	14	EA		
79	Roundabout Planting/Landscaping	1	LS		
80	Hydroseed (Swale)	9,200	SF		
81	Hydroseed (General Areas)	10,000	SF		
82	Landscaping Boulders	35	EA		
83	Relocate Existing Boulders	10	EA		
84	Wetland Mitigation	1	LS		
85	Irrigation Sleeves	270	LF		
86	Irrigation Point of Connection	2	EA		

87	Permanent Irrigation System - Swale	1	LS		
88	Permanent Irrigation System - Rain Garden	1	LS		

TOTAL BASE BID (in numbers) _____

TOTAL BASE BID (in words) _____

Note: Contract award will be made to the responsive, responsible low BIDDER as determined by the BASE BID. **Any one bid item that is obviously off-set in the opinion of the City will result in the entire bid being rejected.**

It is further agreed that:

- (a) In case of a discrepancy between words and figures, the words shall prevail, and in the case of a discrepancy between unit prices and totals, the unit price shall prevail.
- (b) THE CITY reserves the right to eliminate any section of this proposal from the contract without claim of the CONTRACTOR for profits lost.
- (c) No verbal agreement or conversation with any officer, agent, or employee of THE CITY, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations of this proposal.
- (d) THE CITY will not be responsible for any errors or omission on the part of the undersigned in making up his/her BID, nor will the BIDDER be released on account of error.
- (e) The undersigned BIDDER is properly licensed in accordance with the State of California Act providing for the registration of Contractors.
- (f) The Undersigned BIDDER/CONTRACTOR certifies that they and all sub-contractors are registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- (g) The Undersigned BIDDER certifies that he/she has confirmed that the proposed form of contract, and the plans and specifications are complete.

Respectfully submitted:

Signature

Title

Address

License Number

Date

SEAL (if Bid is by a corporation)

BIDDER'S SECURITY

ATTACH TO THIS PAGE

NOT FOR BID USE

NOTE: ALL PROJECTS

LIST OF SUBCONTRACTORS

In accordance with the provisions of Section 4104 to 4113, inclusive of the Government Code of the State of California, each **BIDDER** shall list below the name, location, and place of business of each subcontractor who shall perform any portion of the contract **WORK**. In each instance, the nature and extent of the work to be sublet shall be described.

Name of Subcontractor	Address of Office Mill, or Shop	California State Contractor's License Number	Department of Industrial Relations Registration Number

MATERIALS SOURCE INFORMATION

The **BIDDER** shall indicate opposite each item of material listed below the name of the manufacturer and **SOURCE (country of origin)** of the material proposed to be furnished under the BID. All material used for this project must comply with federal Made in America standards.

	<u>Material</u>	<u>Source(Country of Origin)</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____
12.	_____	_____

Awarding of a CONTRACT under this BID will not imply approval by THE CITY of the manufacturers or SUPPLIERS listed by the BIDDER. No substitutions will be permitted after award of the CONTRACT unless equipment or material of the listed manufacturer or SUPPLIER cannot meet the SPECIFICATIONS.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury that the bidder has _____ has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

The above Statement is part of the Proposal. Signing the signature portion thereof shall also constitute signature of this Statement.

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

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL

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

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 subcontract 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.

SMALL BUSINESS STATUS

Are you certified as a "Small Business" by the Office of Small Business of the Department of General Services of the State of California?

Please check one of the following:_____yes,_____no,_____unsure.

(Note: This small business questionnaire is included for statistical reporting only, and your answer will neither effect your bid on this contract, nor will it be cause for penalty.)

FEDERAL DEBARMENT AND SUSPENSION

I certify that I have never been debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension".

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: **FOSTER AVENUE EXTENSION PROJECT 2014, RPSTPLE 0521(009)**

THE CITY has considered the BID submitted by you for the above described WORK in response to its Notice to Contractors dated _____, 2014, and Instruction to Bidders.

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

You are required by the Instruction to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Labor and Materials Bond, Guaranty Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2014.

Owner: _____

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

this the _____ day of _____, 2014.

By: _____ Title _____

CONTRACT BETWEEN _____ AND
THE CITY OF ARCATA FOR
FOSTER AVENUE EXTENSION PROJECT 2014. RPSTPL - 0521(009)

This CONTRACT is made and entered into this _____ day of _____, by and between the City of Arcata, a municipal corporation ("City"), and _____, a _____ ("Contractor").

The parties agree as follows:

1. Scope of Services: Contractor agrees to complete all work as specified in Exhibit "A," Scope of Work, attached hereto and incorporated herein ("Work"). All work shall be completed in accordance with the Contract Documents.
2. Contract Documents Include: The contract documents include this Contract, all Plans and Specifications, including the Greenbook (BNI Publications, Inc., 2003 edition), the Notice Inviting Bids or Notice Inviting Quotes, the Bid or Quote, the Certificates of Insurance, Workers' Compensation Certificate, and Bonds (if any) ("Contract Documents"). All of the provisions of the Contract Documents are hereby incorporated in and made a part of this Contract as if fully set forth herein.
3. Compensation: The City shall pay Contractor for services performed in accordance with this Contract according to the payment schedule contained in the Accepted Bid, which is attached hereto as Exhibit "B" and incorporated herein.

The maximum contract price is _____, inclusive of reimbursements of expenses, if any are authorized.

4. Payment: Contractor shall submit monthly invoices for completed tasks as outlined in Exhibit "A" – Scope of Services. All invoices must include Purchase Order No. _____. Invoices received without reference to correct Purchase Order Number will be returned to Contractor without processing. The City agrees to pay invoices within 30 days upon receipt of invoice less 10% until approval and acceptance of completed project. The final invoice will be paid within 30 days from the City's acceptance and approval of completed project. All payments are subject to final audit upon completion of services or other termination of this Contract.
5. Commencement of Work, Time for Completion: No Work shall be performed or furnished under this Contract until the City has delivered a signed Contract and Notice to Proceed to the Contractor. The Contractor shall complete the Work by _____ (the "Completion Date"). An extension to the Completion Date may be allowed in accordance with Section 34, Uncontrollable Circumstances. The Contractor shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the City Representative, to perform required activities at a pace sufficient to complete the Work by the Completion Date. If in the opinion of the City Representative, the Contractor has failed or is failing to employ sufficient force, materials, and tools, or, to maintain adequate progress, the City Representative may, at no additional cost to the City, require the Contractor to increase progress of work. The Contractor shall implement action required to increase progress and report the action or actions to be taken to the City Representative within two work days following the City Representative's order to increase progress.
6. Bonds and Surety Qualifications: If indicated below, Contractor shall, within 15 days of contract award and before execution of the contract, furnish a Bond for Faithful Performance and/or a

Payment Bond (also called Labor and Materials Bond) on forms provided by the City, each in the amount of 100 percent of the contract price. The Bond for Faithful Performance shall remain in effect during the performance of the work, and for 365 days after recordation of a Notice of Completion, or if a Notice of Completion is not recorded by the City, within thirty days of completion of the Work. The Payment Bond shall remain in effect until recordation of the Notice of Completion, or if a Notice of Completion is not recorded by the City, for 60 days after completion of the Work. All Bonds shall be furnished by the Contractor at its own cost and expense. All bonds shall be executed by such sureties as are admitted to transact surety insurance in the State of California. Should an objection as to the sufficiency of an admitted surety on a bond be made, California Code of Civil Procedure Section 995.660 shall apply.

Performance Bond Required: _____ Payment Bond Required: _____ [check only if required]

7. Independent Contractor: Parties intend that Contractor, in performing Work, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for others while under contract with City, provided no conflict of interest is created. Contractor is not to be considered an agent or employee of City.
8. Insurance: All Work shall be performed entirely at the Contractor's risk. Prior to the beginning of and throughout the duration of the Work, Contractor shall procure and maintain for the duration of the contract, and for a minimum of five (5) years after completion of all Work, 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. All insurance carriers shall be admitted in the state of California and have an A.M. Best's rating of A- or better and minimum financial size VII. Coverage shall be at least as broad as the following minimum limits:
 - (a) *Commercial General Liability:* Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence for all covered losses. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Additional insured coverage for the City shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.
 - (b) *Automobile Insurance:* ISO Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 per accident for bodily injury and property damage. If Contractor or Contractor's employees will use personal autos on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
 - (c) *Workers Compensation Insurance:* covering all employees and volunteers as required by the State of California on a state-approved policy form, and Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - (d) *Excess or Umbrella Liability Insurance (Over Primary):* if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverage. Such policy or policies shall include a drop down provision providing coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella.

Coverage shall be provided on a “pay on behalf of” basis, with defense costs payable in addition to policy limits. Such insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City’s insurance or self-insurance shall be called upon to protect it as a named insured. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, sub-contractors or others involved in performing Work under this Contract. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

(e) *General Conditions Pertaining to Insurance:*

- (1) Contractor shall have its insurer endorse the third party general liability coverage to include as additional insureds the City, its officials, employees, volunteers and agents, using standard ISO endorsement CG 20 10. The additional insured coverage under Contractor’s policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self- insurance available to the City. Contractor’s policy shall not seek contribution from the City’s insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.
- (2) It is a requirement under this Contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage and/or limits required in this Section 8 shall be available to the City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
- (3) All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability. Policies containing any SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.
- (4) The City reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of the City’s right.
- (5) Certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the City.
- (6) Contractor agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require that all subcontractors and sub-subcontractors do likewise.
- (7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Contractor’s general liability policy, shall be delivered to the City at or prior to the execution of the Contract.
- (8) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City’s protection without the City’s prior written consent.

- (9) The City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to the City.
- (10) In the event Contractor fails to obtain or maintain completed operations coverage as required by this Contract, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

9. Indemnity:

- (a) To the fullest extent allowed by law, Contractor shall indemnify, defend and hold harmless the City and its officers, officials, employees, and volunteers through legal counsel reasonably acceptable to the City, from and against any and all claims, damages and expenses, including attorney fees and costs of litigation, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.
- (b) Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her/its sole expense and agrees to bear all other costs and expenses related thereto.
- (c) Contractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law.
- (d) The defense and indemnification obligations of the Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract.

10. Subcontracting:

- (a) Contractor shall comply with the Subletting and Subcontracting Fair Practices Act of Public Contracts Code Sections 4100 et seq.
- (b) Contractor shall submit to the City the following information as part of its bid proposal:
- (1) The name and location of the place of business of each subcontractor performing work, labor or rendering construction services and each subcontractor licensed by the State of California specially fabricating and installing improvements according to detailed drawings or the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid.
- (2) The portion of the Work to be done by each subcontractor.
- (c) Contractor shall list only one subcontractor for each portion of the Work identified in the bid.
- (d) Contractor shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Contract that are applicable to any subcontractor's scope of work. Subcontractor's responsibility for defense and indemnity

obligations shall survive the termination or completion of this Contract for the full period of time allowed by law.

- (e) Each subcontractor shall be obligated to Contractor and the City in the same manner and to the same extent as Contractor is obligated to the City under the Contract Documents. If hiring a sub-subcontractor to perform any Work, the subcontractor shall include in the sub-subcontract all provisions of the Contract Documents including all insurance and indemnity provisions that are applicable to said sub-subcontractor's scope of work.
- (f) Contractor shall furnish a copy of the Contract insurance and indemnity provisions to any subcontractor upon request. Upon request from the City, Contractor shall provide insurance certificates and endorsements of its subcontractors.

11. Registration with Department of Industrial Relations: Contractor and all subcontractors shall be currently registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

12. Prevailing Wages: This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is available for review upon request at City's Assistant Purchasing Agent, 736 F Street, Arcata, CA. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post one copy of the prevailing rates of wages at the job site. The statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced (Labor Code § 1813). Contractor shall forfeit as penalty to the City the sum of up to two hundred dollars (\$200.00) for each calendar day or portion thereof, and for each worker paid less than the prevailing rates under the contract.

13. Payroll Records:

- (a) Pursuant to California Labor Code Section 1776, Contractor and each subcontractor shall 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 by him or her in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - (1) The information contained in the payroll record is true and correct.
 - (2) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public work project.
- (b) The payroll records enumerated under paragraph (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated on paragraph (a) shall be made available for inspection or furnished upon request to the City, the Division of Labor Standards

Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- (3) A certified copy of all payroll records enumerated in paragraph (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (b)(2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.
- (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as provided by the division.
- (d) The Contractor or subcontractor shall file a certified copy of the records enumerated in paragraph (a) with the entity that requested the records within ten days after receipt of a written request.
- (e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.
- (f) Agencies included in the Joint Enforcement Strike Force on the Underground Economy and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. The Contractor shall not be liable for damages due to good faith compliance with this subdivision.
- (g) The Contractor shall inform the City of the location of the records enumerated under paragraph (a), including the street address, city and county, and shall, within five working days, provide a notice of change of location and address.
- (h) The Contractor or subcontractor shall have ten days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (a). In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the City, forfeit \$100 for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to a failure of a subcontractor to comply with this section.
- (i) The Contractor and each subcontractor shall furnish all personnel records specified in Labor Code section 1776, as described in this section 13, directly to the Labor Commissioner at least monthly, or more frequently if specified in this contract, and in a format prescribed by the Labor Commissioner.

14. Audit of Records: Contractor shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the City or establishing the basis for an

invoice, for a minimum of four years from the date of final payment to Contractor. All such records shall be clearly identifiable. Contractor shall allow City representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.

15. Hours Of Work:

- (a) Eight hours labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight hours during a calendar day or 40 hours during a calendar week of the foregoing hours.
- (b) Contractor shall keep and make available an accurate record showing the name each worker and hours worked each day and each week by each worker.
- (c) As a penalty to the City, Contractor shall forfeit twenty-five dollars (\$25.00) for each worker, including subcontractors' workers, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of Labor Code Sections 1810 through 1815.

16. Document Submission and Title to Documents: All documents, reports, plans, specifications, maps, estimates, manuscripts, drawings, descriptions and other final work products compiled under this Contract must be submitted electronically in MS Word and PDF formats and in hard copy format. Additionally, upon payment of fees and expenses due, title to all such documents shall be vested in the City.

17. Materials and Equipment:

- (a) Unless otherwise specified, shown, or permitted by the City, materials and equipment incorporated in the Work shall be new. The City may request the Contractor to furnish manufacturer's certificates to this effect.
- (b) The Contractor must furnish adequate equipment and facilities to properly perform the Work in a workmanlike manner in accordance with specifications set forth in this Contract. Such equipment and facilities must be in a good state of repair and maintained in such state during the progress of the Work and shall meet requirements of applicable ordinances and laws. No worn or obsolete equipment shall be used, and in no case shall the manufacturer's rating of capacity for equipment be exceeded.
- (c) Materials furnished and Work performed shall be subject to inspection and testing by City's authorized agents at City's expense. If such inspection and testing reveals non-compliance with the requirements of this contract, the Contractor shall bear the cost of necessary corrective measures and the cost of subsequent inspecting and testing.
- (d) The inspection of the Work shall not relieve the Contractor of the obligations under the contract. Even though equipment, materials, or Work required under the Contract have been inspected, accepted, and estimated for payment, the Contractor shall replace or repair such equipment, materials, or Work found to be defective or otherwise not to comply with the requirements of the contract up to the end of the maintenance and guarantee period.
- (e) Materials for use in the Work shall be stored by Contractor to prevent damage from exposure to the elements, admixture of foreign materials or from any other cause. Contractor is responsible for damage to or loss of materials by weather or other causes.

18. Permits and Licenses: Prior to execution of the Contract, the Contractor shall obtain and maintain throughout the contract period a valid City of Arcata business license. Contractor shall apply for and procure permits and licenses necessary for the Work. Contractor shall give notices necessary and incidental to the due and lawful prosecution of the Work and shall comply duly with the terms and conditions of permits and licenses. Contractor shall pay charges and fees in connection with permits and licenses.
19. Contractor Qualifications and Standard of Work: Contractor warrants that it is fully qualified to perform the Work, and holds all applicable licenses, permits, and other necessary qualifications. Contractor shall perform and complete in a good and workmanlike manner all the Work described in the Contract Documents, to furnish at its cost and expense all tools, equipment, labor and materials necessary therefor, except such materials as are specifically stipulated in the Contract Documents to be furnished by City, and to do everything required by this Contract and other contract documents. Contractor shall possess a valid Class C-12 and/or "A" (contractor license), or the appropriate special California contractor's license at the time of bid submission and for the duration of the Contract. The Contractor shall be responsible for complying with all applicable local, state, and federal laws and regulations whether or not expressly stated or referred to herein. Only competent workers shall be employed on the Work. Workers who are incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fail to perform Work properly and acceptably, shall be immediately removed from the Work by the Contractor and not re-employed.
20. Apprentices: Contractor shall comply with the Labor Code concerning the employment of apprentices.
21. Supervision of Work by Contractor: Before starting the Work, Contractor shall designate, in writing, a representative having authority to act for Contractor, and may designate an alternate representative. The representative or alternate shall be present at the work site when Work is in progress. Orders or communications given to this representative shall be deemed delivered to the Contractor. In the absence of the Contractor or designated representative, directions or instructions may be given by the City Representative to the superintendent or foreman having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or the representative.
22. City Representative: The City Representative, as designated by the City Manager for the City ("City Representative"), shall decide questions about the quality of materials furnished and Work performed, manner of performance, rate of progress of the Work, interpretation of the plans and specifications, and the fulfillment of the Contract by the Contractor.
23. Inspection:
- (a) The City Representative shall have access to the Work during construction and shall be furnished with reasonable facility for gaining knowledge of the progress, workmanship and character of materials used and employed in the work.
 - (b) When the Contractor varies the period during which Work is carried on each day, Contractor shall give notice to the City Representative so proper inspection may be provided. Work done in the absence of the City Representative is subject to rejection.
 - (c) No materials shall be installed until approved by the City Representative. Installations to be backfilled shall be inspected and approved by the City Representative prior to backfilling. The

Contractor shall give notice in advance of backfilling to the City Representative so proper inspection may be provided.

- (d) The inspection of the Work shall not relieve the Contractor of obligations to fulfill the contract. Defective Work shall be made good, and unsuitable materials may be rejected notwithstanding the fact such defective Work and unsuitable materials have been previously overlooked by the City Representative and accepted.

23. Removal of Defective and Unauthorized Work:

- (a) Rejected Work shall be removed and replaced by Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement. Work done beyond the lines and grades shown on the plans or established by the City Representative, or Work done without written authority will be considered as unauthorized and not be paid for. Such Work may be ordered removed at Contractor's expense.
- (b) Upon failure on the part of Contractor to comply promptly with an order of the City Representative under this section, the City Representative shall have authority to cause defective Work to be removed and replaced, and unauthorized Work to be removed, and to deduct the costs from monies due Contractor.

24. Errors Or Discrepancies Noted By Contractor:

- (a) If the Contractor finds discrepancy between the specifications and the drawings, and the physical conditions at the site of the Work, or finds errors or omissions in the drawings or in any survey, Contractor shall promptly notify the City in writing of such discrepancy, error or omission. If the Contractor observes drawings or specifications at variance with applicable law, ordinance, regulation, order or decree, Contractor shall promptly notify the City in writing of such conflict.
- (b) On receipt of any such notice, the City shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, Work done by the Contractor, after Contractor's discovery of such error, discrepancy or conflict will be at Contractor's own risk and Contractor shall bear costs arising therefrom.

25. Cleanup: On completion of the Work, Contractor shall remove debris and surplus materials from the work site.

26. Guarantees: Contractor guarantees Work from defect in workmanship for the period of one year from the date of acceptance by the City and shall repair and replace such Work, together with other displaced work, without expense to the City, ordinary wear and tear, usual abuse or neglect excepted. City may have the defects repaired and made good at the expense of the Contractor, if Contractor fails to comply with the above-mentioned conditions within a week after being notified in writing.

27. Safety: Contractor and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under the Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. and by the California Division of Industrial Safety. Contractor shall take all precautions necessary for the safety and prevention of damage to property on/or adjacent to the work site, and for the safety of and prevention of injury to persons, including City's employees, Contractor's employees, and third persons, on/or adjacent to the work site.

28. Termination: Contractor At Fault:

- (a) The City shall have the right to terminate the Contractor for cause under any one or more of the following circumstances:
 - (1) Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to adhere to the progress schedule as approved from time-to-time by the City Representative, failure to adhere to the schedule of values as approved from time-to-time by the City Representative);
 - (2) Contractor's disregard of applicable laws and regulations;
 - (3) Contractor's repeated disregard of the authority or orders of the City Representative;
 - (4) Contractor's repeated or persistent default of any of the provisions of the Contract Documents;
 - (5) Contractor's material breach of any provision of the Contract Documents;
 - (6) Contractor's failure to perform Work for a period of five consecutive work days unless such failure is excused because of inclement weather or Uncontrollable Circumstance.
- (b) If one or more of the grounds for termination exist, the City, after giving the Contractor and the performance surety five days written notice, may at its sole discretion, without liability for trespass or conversion, take any of the following actions: terminate the service of the Contractor; exclude the Contractor from the site; take possession of the site and Work; take possession of all of Contractor's tools, appliances, construction equipment, and machinery at the site; take possession of all materials and component parts, equipment, or machinery stored at the site or for which the Contractor has paid but which are stored elsewhere; use the site, tools, appliances, construction equipment, machinery, parts, and materials to the full extent they could be used by Contractor; finish the Work as the City may deem expedient; or make demand on the performance bond surety to complete the Work. When the City terminates Contractor's services under this Section, Contractor shall not be entitled to receive further payments until the Work is completed. If the unpaid balance of the Contract Price is greater than all claims, costs, losses, offsets and damages (including without limitation all fees and charges of engineers, architects, land surveyors, contractors and other providers of professional services) sustained by the City arising out of or relating to completing the Work or exercising its rights under this Section, the excess will be paid to Contractor or the performance bond surety. If the unpaid balance of the Contract Price is less than all claims, costs, losses, offsets and damages (including without limitation all fees and charges of engineers, architects, land surveyors, contractors and other providers of professional services) sustained by the City arising out of or relating to completing the Work or exercising its rights under this Section, Contractor will pay the difference to the City. When exercising any rights or remedies under this Section, the City shall not be required to obtain the lowest price for the Work performed.
- (c) The termination of Contractor's services under this paragraph will not affect any rights or remedies the City may have against Contractor existing at the time of termination or which may later accrue. Any release of retention or payment by the City will not release Contractor from liability.

29. Termination: Contractor Not At Fault:

- (a) Upon five days' written notice to Contractor, the City may, without cause and without prejudice to any other of the City's rights or remedies, terminate the Contract.
- (b) Upon the service of a notice of contract termination, Contractor shall discontinue the Work in the manner, sequence, and at such times as directed by the City Representative. Contractor shall remain responsible for the quality and fitness of the Work performed by Contractor before termination of the Contract. All requirements of the Contract pertaining to Work completed or to be completed as directed by the City Representative as of the time of termination shall survive the termination, including without limitation, all indemnities, warranties, requirements for preparation of record drawings and completion of any "punch-list" items directed by the City Representative. Contractor shall cooperate with City with respect to providing information about the work in progress at the time of termination, as requested by the City Representative.
- (c) Upon termination of the Contract, City shall use reasonable efforts to determine and pay to Contractor within 30 days, without duplication, for the following items:
 - (1) For completed and acceptable Work executed in accordance with the contract Documents before the effective date of termination, including a fair and reasonable amount for overhead and profit on such Work, less any prior payments for the Work. The determined value of the Work, including overhead and profit, shall be consistent with the Contract Documents, including any schedule of payments or schedule of values.
 - (2) For documented direct expenses sustained before the effective date of termination in performing services or furnishing labor, materials, or equipments as required by the Contract Documents necessary for the execution of the uncompleted Work. The determined value of the documented direct expenses, including overhead and profit, shall be consistent with the Contract Documents, including any schedule of payments or schedule of values.
 - (3) For reasonable and documented direct expenses, including damages, incurred in settlement or as a consequence of terminated subcontracts;
 - (4) For other actual expenses reasonably incurred as a direct consequence of the termination.
- (d) Notwithstanding the foregoing, Contractor shall not be entitled to recover any loss of anticipated profit or revenue or other economic loss arising out of or resulting from the termination, including without limitation any claim for anticipated profits on the Work not performed or lost business opportunity.
- (e) If the Contractor is terminated under this Section, the City may purchase from the Contractor all consumable supplies of the Contractor on hand, or in transit, or on definite commitment, including fuel, lubricants, and materials of construction not incorporated in the Work which, in the opinion of the City Representative, are suitable and required to complete the Work; and the City shall pay to the Contractor for such consumable supplies the prices paid therefore by the Contractor.
- (f) If the Contractor is terminated under this Section, upon request by the City Representative, the Contractor shall provide the City Representative with an itemized inventory and cost account of all plant, tools, equipment, labor and consumable supplies that have been used, are then in use, and were planned to be used on the Work. Further, upon request, the City shall have the right

to audit all of the Contractor's records relating to costs incurred or planned to be incurred in performing the Work.

30. Authority to Execute this Contract: The person or persons executing this Contract on behalf of Contractor warrants and represents that he/she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
31. Representations: The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Contract or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein; and each party acknowledges that it has relied on its own judgment in entering into this Contract. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with its dealings with the other.
32. Notices: Any notice or instrument required to be given or delivered by this contract may be given by depositing the same in any United States Post Office, registered or certified, postage prepaid, address to:

To City:
Attn: _____
City of Arcata
736 F Street
Arcata, CA 95521

To Contractor:

33. Assignment: Contractor shall not assign this contract or payments under this contract. Contractor and each subcontractor hereby assign to the City rights, title, and interest in and to causes of action under Section 4 of the Clayton Act (15 U.S.C.A. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for this contract or the subcontract. This assignment shall be made and become effective without further acknowledgement by the parties at the time City tenders final payment to Contractor.
34. Amendment: No waiver or modification of this Contract shall be valid unless agreed upon and signed by both the City and Contractor.
35. Nondiscrimination: Contractor shall ensure equal employment opportunity for all persons, regardless of race, color, religion, sex, creed, national origin, ancestry, age, medical condition, physical or mental disability, Vietnam-era veteran or special disabled veteran status, marital status or citizenship, within the limits imposed by law. These principles are to be applied by Contractor in all employment practices including recruiting, hiring, transfers, promotions, training, compensation, benefits, layoffs, and terminations. Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans With Disabilities Act of 1990, and any other applicable federal and state laws and regulations pertaining to nondiscrimination.
36. Uncontrollable Circumstances:

- (a) Upon Contractor's written request and submission of substantiating documentation of a delay resulting from an Uncontrollable Circumstance, the City Representative shall give Contractor a non-compensable extension of time. Contractor shall submit a written request within seven days of the commencement of the Uncontrolled Circumstance.
- (b) Prior to completion and acceptance of the Work, Contractor is responsible for, and bears the risk of loss associated with, damage or loss to any portion of the Work regardless of the cause, except that Contractor may request an extension of any required Completion Date specified, as set forth in Section 36(a). Contractor shall repair or replace such damages or destroyed Work to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of Work.
- (c) "Uncontrollable Circumstance" means any act, event or condition that is:
- (1) beyond the reasonable control of the Contractor that justifies Contractor not timely performing an obligation or complying with any condition required under the contract documents, and
 - (2) materially expands the scope of, interferes with, or delays the Contractor's performance of obligations under the contract documents, but only if such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of the contract documents on the part of the Contractor.
- (d) Examples of acts, events or conditions that typically qualify as uncontrollable circumstances include: naturally occurring events such as landslides, underground movement, earthquakes, fires, tornadoes, hurricanes, floods, lightning, epidemics, and extreme weather that threatens worker safety, property and/or project integrity in Contractor's sole determination; explosions, terrorism, sabotage, or similar acts of a declared public enemy; extortion; war; blockade; insurrection, riot or civil disturbance; labor disputes, except labor disputes involving employees of the Contractor, its affiliates, or subcontractors, vendors and suppliers; the failure of any subcontractor to furnish services, materials, chemicals or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute an uncontrollable circumstance if it affected Contractor directly, and Contractor is not able after exercising all reasonable efforts to timely obtain substitutes; the preemption, confiscation, diversion, destruction or other interference in possession or performance of materials or services by a government agency in connection with a public emergency or any condemnation or other taking by eminent domain of any material portion of the Work.
- (e) Examples of acts, events or conditions that do not typically qualify as an uncontrollable circumstances include: weather conditions normal for the area where the Work is being performed; any delay that would not have occurred but for the Contractor's failure to comply with its obligations under the contract documents; Contractor's inability to obtain timely materials or equipment; any work related injuries, accidents or safety violations; any changes in interest rates, inflation rates, wage rates, insurance premiums, commodity prices, currency values, exchange rates or other general economic conditions that significantly increase Contractor's cost of performing the Work; any change in the financial condition of the Contractor or any subcontractor affecting their ability to perform timely their respective obligations; the consequences of error, neglect or omissions by the Contractor, any subcontractor, or any other person in the performance of the Work; any change of union or labor work rules, requirements or demands which have the effect of increasing the number of

employees employed on the Work or otherwise increasing the cost to the Contractor of performing the Work; inclement weather conditions normal for the area where the Work is being performed; any mechanical failure of equipment; or any electric utility power outages except as a direct result of an independent uncontrollable circumstance.

37. Extra, Changed Work:

- (a) The City may require changes in, additions to, or deductions from the Work to be performed or to the materials to be furnished under this contract. No extra work shall be performed or change made except pursuant to a written order from the City stating the extra work or change is authorized, and setting forth the basis upon which payment is to be made. No claim for additional compensation shall be valid unless pursuant to such a change order. Nothing in this section shall excuse the Contractor from proceeding with the prosecution of the changed work. When required by the City, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any ordered change
- (b) Adjustments in the amounts to be paid to the Contractor by reason of any such change, addition or deduction shall be determined by one or more of the following methods:
 - (1) By an acceptable lump sum proposal from the Contractor.
 - (2) By unit prices contained in the Contractor's original bid and incorporated in the contract documents or fixed by subsequent agreement between the City and the Contractor.
 - (3) By ordering the Contractor to proceed with the work and to furnish daily reports of extra work. The reports shall itemize all costs for labor, material, and equipment rental. The reports for workers shall include hours worked, rates of pay, names and classification; and for equipment shall include size, type, identification number and hours of operation. Records and reports shall be made immediately available to the City Representative upon his request.
- (c) When the City orders extra work and there is an agreement between the City and the Contractor to perform the extra work, the City may approve the method used by the Contractor to accomplish the work. At the request of the City, the method to be used shall be memorialized in writing prior to work being performed.

38. Governing Law and Venue: This Contract and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. If any action is brought to enforce the terms of this contract it shall be brought in Humboldt County Superior Court.

39. Attorney's Fees: Should any litigation or arbitration be commenced between the parties hereto concerning this contract, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted to a reasonable sum as and for attorney's fees in such litigation or arbitration.

This Contract contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties.

(Signatures on following page)

Executed in Arcata, California on _____

CITY:

By: _____
City Manager

Date: _____

Contracts and Procurement Specialist:

By: _____

Date: _ _____

Approved as to form:

By: _____

City Attorney

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____

Address: _____

Employer ID#: _____

License #: _____

DIR#: _ _____

(DO NOT DETACH)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, The City Council for the City of Arcata, County of Humboldt, State of California, by motion passed _____, 2014, has awarded to

_____ hereinafter designated as the "Contractor," a contract for the **FOSTER AVENUE EXTENSION PROJECT 2014, RPSTPL- 0521(009)**

WHEREAS, said "Contractor" is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW THEREFORE, we

_____ as
"Contractor and _____ as surety are
held and firmly bound unto the City of Arcata, hereinafter called the "Owner," in the penal sum of _____ Dollars and duly to be made, we
bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the hereby bonded Contractor, his or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

FURTHER, THE SAID SURETY, FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES that no change, extension of time, alteration or modification of the Contract Documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the Contract Documents or of the work performed thereunder.

IN WITNESS WHEREOF, four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety herein named, on the _____ day of _____, 2014, the name and corporate seal of each corporate party affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Contractor

By _____

Title

(Seal)

Surety

By _____

Address of Surety

City

State

Zip

(DO NOT DETACH)

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, The City Council for the City of Arcata, County of Humboldt, State of California, by motion passed _____, 2014, has awarded to

hereinafter designated as the "Contractor," a contract for the: **FOSTER AVENUE EXTENSION PROJECT 2014. RPSTPLE 0521(009)**

WHEREAS, said Contractor is required to furnish a bond in connection with said contract, providing that if said Contractor, or any of his or its subcontractors, shall fail to pay for any materials, provisions, equipment, or other supplies or items used in, upon or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth;

NOW THEREFORE, we _____

as Contractor, and _____

as surety, are held and firmly bound unto the City of Arcata, hereinafter called the "Owner," to the penal sum of _____ Dollars (\$ _____) lawful money, of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Contractor, his or its subcontractors, heirs, executors, administrators, successors or assigns shall fail to pay any of the persons names in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by Sections 3247 et seq. of the Civil Code of California, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees, as shall be fixed by the court, awarded and taxed as in the above-mentioned statutes provided.

FURTHER, THE SAID SURETY, FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES that no change, extension of time, alteration or modification of the Contract Documents or of the work to be performed there under, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the Contract Documents or of the work performed there under.

IN WITNESS WHEREOF, four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety herein named, on the _____ day of _____, 2014, the name and corporate seal of each corporate party affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Contractor

By _____

Title

(Seal)

Surety

By _____

Address of Surety

City

State

Zip

DO NOT DETACH

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY EACH AWARDEE OF A
PRINCIPAL CONTRACT

[illegible]

_____, being first duly sworn, deposes and says:

That he is _____, the party making the foregoing proposal or bid; that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement of collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person interested in the proposed contract; and that all statement in said proposal or bid are true.

(Fill in description of contract)

Signature of Bidder

Business Address

Place of Residence

Subscribed and sworn to before me this _____ day of _____ 20____.

Notary Public in and for the County of
State of California.

My Commission Expires_____, 20__ .

IN WITNESS WHEREOF, four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety herein named, on the _____ day of _____, 2014, the name and corporate seal of each corporate party affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Contractor

By _____

Title

(Seal)

Surety

By _____

Address of Surety

City

State

Zip

NOTICE TO PROCEED IN 10 WORKING DAYS

You are hereby informed that all construction documents have been executed and are given **notice to proceed within 10 WORKING DAYS from receipt of this notice.**

I hereby acknowledge receipt of this notice:

City of Arcata
OWNER

Date

CONTRACTOR

Date

License #